Feb.
1st
1924

Mr. Hiram Abrams
72[illegible] Seventh Avenue
New York City

Dear Mr. Abrams:

The following is an abstract of contract dated the 25th day of January, 1924, between David W. Griffith of the first part, D. W. Griffith, Incorporated, of the second part, and Patrick A. Powers, of the third part.

Preamble recites: That D.W. Griffith,Inc. has executed and delivered to Patrick A. Powers its demand note, endorsed by Mr. Griffith and his corporation, in the sum of $200,000 with interest at the rate of 6% per annum; and that second party is owner of negatives and positive films and prints of the feature photoplays, to wit,

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE

and of "AMERICA", which is about 95% completed, and also an equity in the negative of photoplay known as "BLACK AND WHITE", which is now in the possession of G. & H. Picture Corporation, of approximately $100,000, and have requested a loan of $200,000 for the purpose of completing the production of "AMERICA" and assigned to the Central Union Trust Co. all of the aforesaid property, together with other properties specifically set forth in agreement dated Oct. 22nd, 1923 between the parties of the first and second parts

and Central Union Trust Co. as security for repayment of the sum of $200,000.

THE AGREEMENT PROVIDES:

Par. 1st: Mr. Powers agrees to loan the aforesaid sum of $200,000 to be evidenced by demand note of D. W. Griffith, Inc., endorsed by the first and second parties, with interest at 6% per annum from January 25th, 1924.

Par. 2nd: The Borrowers, as security for the loan, sell, assign, transfer and set over to Mr. Powers, the negative and positive prints of the aforesaid feature photoplays, to wit,

WAY DOWN EAST
DREAM STREET
ORPHANS OF THE STORM
ONE EXCITING NIGHT
THE WHITE ROSE

and its interest in "BLACK AND WHITE", and all moneys now due and to become due on account of any contracts for the leasing and exhibition of the aforesaid pohotplays in all parts of the world.

Par. 3rd: The Borrowers also sell, assign, transfer and set over to Mr. Powers, the motion picture negatives, prints and films of "AMERICA", and all moneys due and to become due from the sale and exhibition of that picture; rights to collect the same, etc.

Par. 4th: The aforesaid assignments and transfers are subject to a first lien and payment to C. U. T. Co. upon all of the aforesaid properties, creating a second lien upon the aforesaid pictures and the earnings thereof to the extent of $200,000 in favor of Mr. Powers.

Par. 5th: Borrowers represent that "AMERICA" is 95% completed and will be ready and completed for exhibition for the 1st day of March, 1924.

Par. 6th: "AMERICA" will be leased, exhibited and distributed through United Artists Corporation, or another booking or distributing company satisfactory to C.U.T. Co.

Par. 7th: Borrowers agree that they will direct United Artists Corporation, or any other distributing corporation which may have the right to distribute the picture, to make payment direct to Mr. Powers of all such proceeds derived from the leasing and exhibition of the picture, until otherwise directed by Mr. Powers.

IMPORTANT: To make payment direct to Mr. Powers of all such proceeds after the C. U. T. Co. has received payment of all indebtedness due it.

IMPORTANT: United Artists Corporation should receive from Mr. Powers a letter directing the United Artists Corporation to make payment directly to D. W. Griffith, Inc., unless otherwise notified in writing by Mr. Powers.

Par. 8th: Borrowers will pay all moneys received by them from the use of these pictures to Mr. Powers after they have fully paid C.U.T. Co.

Par. 9th: That the negatives and all positive photoplays shall be stored in compartment No. 1 of the fireproof, concrete vault located at their laboratory in Mamaroneck, and now leased to the C.U.T. Co. until payment has been made of both loans.

Par. 10th: That the negatives of the aforesaid photoplays are now located in such compartment.

Par. 11th: Borrowers agree that Mr. Powers, subject to the agreement of C.U.T. Co., is now the owners of all the prints, negatives and stories of the photoplays above mentioned.

Par. 12th: IMPORTANT -- All moneys received from Mr. Powers shall be used and employed exclusively in the production and filming of the photoplay known as AMERICA."

Par. 13th: The books and ledgers of Borrowers pertaining to the aforesaid plays shall be marked, in substance, as follows: That subject to the title of C.U.T. Co. in and to the negatives and positive prints of the aforesaid plays all of their property etc., shall be the property of Patrick A. Powers pursuant to this agreement.

Par. 14th: Borrowers agree to deliver policies of insurance covering photoplays to Patrick A. Powers.

Par. 15th: P. A. Powers shallbe at no time responsible for the loss or destruction of the negatives or for the safe custody of the films.

Par. 16th: That D.W. Griffith, Inc. agrees that the C.U.T. Co. is the holder of two certain deeds of real estate dated Oct. 22nd, 1923 pursuant to which the real estate located in Mamaroneck, N.Y. is transferred to C.U.T. Co., and shall be retained by C.U.T. Co. as further security for the benefit of P. A. Powers until the indebtedness is fully paid.

Par. 17th: Borrowers waive demand, protest and notice of dishonor of note etc.

Par. 18th: That this agreement and property described therein shall be collateral security for any other loans or notes to Mr. Powers.

Par. 19th: Mr. Powers may at any time demand from the Bowrowers additional security for the payment of the obligation herein referred to or any other obligation, and upon demand, Borrowers agree to deliver forthwith additional security.

Par. 20th: That in the event of Borrowers defaulting in their obligation to C.U.T. Co., then this loan shall become due and payable.

Par. 21st: Upon the completion of the picture "AMERICA", it shall be exhibited at the C.U.T. Co., and if that company is not satisfied with the picture or contracts made for the leasing of the same, it may call the loan. Upon so doing, the Borrowers agree to pay same.

Par. 22nd: Provides that Borrowers at no time until the note is fully paid, create or allow to accumulate any other obligations or indebtedness except ordinary running expenses of the business, which shall at no time exceed $250,000, or create any lien upon any of the photoplays.

Par. 23rd: Borrowers represent that they arein no way indebted to the United Artists Corporation, and that the Borrowers will deliver to the United Artists Corporation or any other distributing corporation, written directions to pay the full amount of all royalties and moneys due Borrowers directly to Mr. Powers at 723 Seventh Avenue, after payment to C.U.T. Co.

Par. 24th: Borrowers constitute and appoint Patrick A. Powers, and any of his employees or agents, as true and lawful attorney-in-fact, to inspect books of the United Artists Corporation, etc.

Par. 25th: Borrowers represent that all Federal and State taxes assessed against D.W. Griffith, Inc. have been paid.

Par. 26th: THIS IS VERY IMPORTANT: Borrowers agree that neither of them at any time will engage in the manufacture of any motion picture or photoplay or create any obligations of either of them on account thereof without the written consent of Mr. Powers first had and obtained.

Par. 27th: Mr. Griffith assigns the claim against D. W.

Griffith, Inc. in the sum of approximately $61,076.61 to Patrick A. Powers as further security.

Par. 28th: IMPORTANT: That in the event of the loan being called and remaining unpaid for two days, Patrick A. Powers may sell, assign, transfer and set over, either by public or private sale, the negatives, films, prints, contracts etc., without notice to either of the Borrowers, such sale being consented to, and the purchaser thereof shall acquire the full and exclusive right to use the name of DAVID W. GRIFFITH and the photoplays referred to herein, and all of the negatives and films thereof, with full power, right and authority to change the stories or to cut or change the photoplays, and retain the name of David W. Griffith as producer, subject to the lien and claim of C.U.T.Co.

Par. 29th: Mr. Powers may sell any collateral herein referred to at public or private sale without notice, and apply the moneys received from such to the indebtedness remaining unpaid.

Par. 30th: Borrowers represent that the studio and property included therein at Mamaroneck are free and clear of any and all liens except a first mortgage of $117,500 and subject to the lien of the C.U.T. Co., and that they will not in any way create further liens on said property without the consent of Mr. Powers.

Par. 31st: Mr. Griffith agrees that he will promptly pay all taxes, liens and assessments against the property at Mamaroneck, and the interest on the mortgage, all fire insurance, and premiums on the life insurance of Mr. Griffith.

Par. 32nd: Borrowers represent that the only part of any of the pictures herein referred to which have been heretofore sold, is a one-half interest in the foreign rights of the photoplay "ONE EXCITING NIGHT", with the exception of Canada.

Par. 33rd: D. W. Griffith, Inc. assigns to Mr. Powers as additional collateral security, all of its right in contracts with United Artists Corporation, and directs the payment of the earnings of the pictures shall be paid to Mr. Powers after payment of the obligations to the C.U.T. Co.

Par. 34th: D.W. Griffith, Inc. assigns all of its rights to its contract with G. & H. Picture Corporation relative to the motion picture "BLACK AND WHITE", to Mr. Powers, as additional collateral security.

Par. 35th: THIS IS VERY IMPORTANT: D. W. Griffith, Inc. agrees to pay to Mr. Powers the sum of $20,000 per week commencing the first week in October, 1924 on account of the aforesaid indebtedness, and continue to make such weekly payments until the full amount of indebtedness is fully paid, when this agreement shall forthwith terminate and become null and void; and Mr. Powers will execute all papers requisite to cancel all liens created by this agreement.

Par. 36th: VERY IMPORTANT: Mr. Powers agrees that he is familiar with the terms and provisions of the agreement between Borrowers and C.U.T. Co., dated October 22nd, 1923, and that payment on account of the indebtedness due the C.U.T. Co. under that agreement may in its discretion be waived until the first week in March, 1924; and that no moneys, the proceeds of any sale, exhibition, distribution and/or lease of any of the negatives, prints or films of any of the photoplays or any of the property covered by that agreement, shall be deemed to have been received by the C.U.T. Co. until the same are actually in its possession and applied by the C.U.T. Co. on account of the indebtedness which may be due it.

Par. 37th: Borrowers agree to deliver to Mr. Powers any other or additional grants, mortgages, leases, papers or other documents which Mr. Powers may require to give him title to the copyrights, trade-marks, books, scenarios, or photoplay stories of the negatives or photoplays referred to in this agreement.

The following is a copy of the letter which Mr. Abrams signed, and which has been delivered to Patrick A. Powers:

"January 31st, 1924

Mr. Patrick A. Powers
Central Union Trust Co.
80 Broadway
New York City

Dear Sir:

The United Artists Corporation does hereby acknowledge receipt of a Memorandum of Agreement dated the 25th day of January, 1924 between David W. Griffith of Mamaroneck, County of Westchester, State of New York, party of the first part, D. W. Griffith, Inc., party of the second part, and Patrick A. Powers of the Borough of Manhattan, New York City, party of the third part, relative to the photoplay 'AMERICA' and other photoplays described therein belonging to D. W. Griffith, Inc., and we do hereby agree to be governed by the provisions of said agreement as they affect the United Artists Corporation.

Very truly yours,
(signed) United Artists Corporation
by Hiram Abrams, President."

I think we should qualify this letter as follows:

"February 4th, 1924.

Mr. Patrick A. Powers
Central Union Trust Co.
80 Broadway
New York City

Dear Sir:

The United Artists Corporation desires to qualify, "and we do hereby agree to be governed by the provisions of said agreement as they affect the United Artists Corporation' contained in its letter dated January 31st, 1924 addressed to you, as follows:

"That by the above is meant, that the United Artists Corporation agrees to be governed by the provisions of

said agreement as they affect United Artists Corporation, but subject always to the prior existing contract between David W. Griffith and United Artists Corporation, dated February 5th, 1919 and subsequently assigned to D.W.Griffith, Inc., and such prior existing contracts, if any, between United Artists Corporation and David W. Griffith or D. W. Griffith, Inc., and to the assignment given by D.W. Griffith, Inc. to Samuel E. Jacobs of 730 Fifth Avenue, relative to the foreign rights of the photoplay 'ONE EXCITING NIGHT'; and United Artists Corporation respectfully requests written directions from D. W. Griffith, Inc. and Patrick A. Powers relative to when the earnings derived from the various photoplays described in said agreement shall be payable to Patrick A. Powers, because the provisions of the aforesaid agreement appear to United Artists Corporation to be ambiguous in that, subject to the prior lien in favor of G.U.T. Co. all moneys derived from the earnings of the photoplays described in the aforesaid agreement, seem to be payable to Patrick A. Powers, and as set forth in several paragraphs of said agreement, and pursuant to Paragraph 35th, D. W. Griffith, Inc. agrees to pay to Patrick A. Powers the sum of $20,000 per week on account of the indebtedness covered by said agreement, beginning the first week of October, 1924 until the indebtedness is fully paid."

Sincerely yours,

DFO'B/IC

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February 1st 1924.

Mr. G.T.Godwin,
c/o D.W.Griffith Studio,
Hamaroneck, N.Y.

Dear Mr. Godwin:

I enclose herewith copy of contract between D.W.GRIFFITH INCORPORATED and THE AFRICAN FILMS, LTD., through INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC., covering the rights for the territory of Continental Africa south of the Equator and including the Island of Madagascar for the photoplay "ONE EXCITING NIGHT", for your files.

Very truly yours,

GDM
Enc.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

CABLEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

153 W. 42nd St., New York

190 NY C 1020AM 18 VIA BAM

SYDNEY FEB 2 1924

LCO GREYGRIFF

NEWYORK (D.W.GRIFFITH INC.R.202 1476 BWAY)

BLOSSOMS FLOWER JUDITH FIFTY EACH MOTHER HUNDRED FIFTY REGARDS

WHITING

Flower £50 Rate 432011/4 Pd 2 16.01 (2/11/24)

2/5/24.

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

ELMER CLIFTON

February 2, 1924

D W Griffith Inc.
Mamaroneck, New York.

Gentlemen:-

I acknowledge receipt of your check dated December 15th favor of Elmer Clifton for $600.
With thanks,

Very truly yours,
For Elmer Clifton
Clara Hyde
366 Madison ave

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. SANZHAF, Secretary
J. C. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 2nd, 1934.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
The White Rose		3759		
One Exciting Night		40		
Fall Of Babylon		30997		
A Woman's Secret		139144		
Picture U-7			17342	16290
	0	173940	17342	16290

Positive Stock Used

Eastman	17342
Agfa	173940
	191282

Negative Stock Used

Regular 16290

R-C PICTURES CORPORATION
725 SEVENTH AVENUE
NEW YORK

February 4, 1934.

TELEPHONE
BRYANT 9400

74

Banshof, Pemberton & Littlok,
Bush Terminal Building,
130 West 42nd St.,
New York City.

Gentlemen:-

We beg to acknowledge receipt of your letter of January 31st regarding prints of INTOLERANCE, and in reply thereto beg to advise you that the position of same is as follows:-

1 Print - Manila
1 " - Tokio
1 " - Sourabaya
2 " - Calcutta
1 " - Singapore

or a total of six prints, which is the number delivered by you to us on this subject.

Will you kindly forward us shipping instructions for these prints, as well as your views as to how you propose to handle payment to us in connection with the return of the said prints to your branch offices in the Far East.

Upon receipt of this information, we will then take further action in the matter.

Very truly yours,

R-C PICTURES CORPORATION.

E Williams

Manager, Foreign Department.

EW:ES

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February 6th 1924.

S.C.Pictures Corporation,
729 Seventh Avenue,
New York City. Attention Mr. S.Williams.

Gentlemen:

Replying to your favor of the 4th inst., will you kindly ship the six prints of "INTOLERANCE" which you state you have in your possession at the different points mentioned in your letter direct to the United Artists Corporation, Kobe, Japan, for the attention of Mr. H. Wayne Pearson. This shipment should be sent transportation charges collect and Mr. Pearson will pay for the same upon receipt thereof.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
HENRIS F. HERRICK
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAWRENCE L. CASSIDY
JOSEPH M. MAGRAUTH
ARTHUR R. WALSH
EDWARD C. RAFTERY

Power
not assumed
1 N A
Powers

IN RE

Feb. 6th 1924

Mr. Albert Banshaf
130 West 42nd Street
New York City

My dear Bert:

Enclosed is copy of letter which I have sent to Mr. Abrams, together with copy of loan agreement between David W. Griffith, D. W. Griffith, Incorporated, and Patrick A. Powers, dated January 25th, 1924.

You will observe on page eight of my letter, that I suggest a letter being sent immediately to Patrick A. Powers, as follows:

Mr. Patrick A. Powers
Central Union Trust Co.
80 Broadway
New York City

Dear Sir:

The United Artists Corporation desires to qualify, "and we do hereby agree to be governed by the provisions of said agreement as they affect the United Artists Corporation" contained in its letter dated January 31st, 1924 addressed to you, as follows:

"That by the above is meant, the United Artists Corporation agrees to be governed by the provisions of said agreement as they affect United Artists Corporation, but subject always to the prior existing contract between David W. Griffith and United Artists Corporation, dated February 5th, 1919 and subsequently assigned to D.W. Griffith, Inc., and such prior existing contracts, if any, between United Artists Corporation and David W. Griffith or D. W. Griffith, Inc., and to the assignment given by D. W. Griffith, Inc. to Samuel K. Jacobs of 730 Fifth Avenue, relative to the foreign rights of the photoplay 'ONE EXCITING NIGHT'; and United Artists Corporation respectfully requests written directions from D. W. Griffith, Inc. and Patrick A. Powers relative to when the earnings derived from the various

photoplays described in said agreement shall be payable to Patrick A. Powers, because the provisions of the aforesaid agreement appear to United Artists Corporation to be ambiguous in that, subject to the prior lien in favor of G.U.F. Co. all moneys derived from the earnings of the photoplays described in the aforesaid agreement, seem to be payable to Patrick A. Powers, and as set forth in several paragraphs of said agreement, and pursuant to Paragraph 36th, D. W. Griffith, Incorporated, agrees to pay to Patrick A. Powers the sum of $20,000 per week on account of the indebtedness covered by said agreement, beginning the first week of October, 1924 until the indebtedness is fully paid.

Very truly yours,

_____"

I think this is necessary because United Artists Corporation does not wish to relinquish in any way any of its rights relative to Mr. Griffith and the production of his pictures, or any other property rights it may have in the premises, to Mr. Patrick A. Powers, and I am fearful that the language used in my letter to Mr. Powers, to wit, "and we do hereby agree to be governed by the provisions of said agreement as they affect the United Artists Corporation", might raise such question which, of course, is not intended.

Have you any objection to my sending that letter?

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC

February 8, 1926.

Dear Mr. Henderson,

Am in receipt of your letter of January 25th, and as you will have learned from my letter of Jan. 30th to you I have arranged for an extension until March. I didn't worry a bit about the amount of $9.80 which is owing on the other ticket because I knew that I would get it. As to the bother and trouble it has been to me, please do not mention it. I would be glad to do it for you personally and in addition to that Mr. Epping has been such a good kind friend to me that I am only too glad to be able to do some little thing(as I have never been able to do anything big thing yet) for him or any of his friends at any time.

Glad to know you are well. Mr. Epping and Mrs. are having a very good time in Switzerland. They have been at St. Moritz and I guess Mr. Epping is in the heighth of his glory as he is a splendid skater.

With kindest regards,

Very truly yours,

D. W. GRIFFITH STUDIO

Inter-Office Message

To D. W. Griffith

From Chicago, Ill.

Date Feb. 6 1915

Reply to

Having a wonderful time, operator arrested. Sunday and monday show had chief of police and corp. counsel in court yesterday and all day today for contempt papers carrying front page story. Such as grate crowds grumble as police close biggest nothing before or since like it. Greatest picture still greater end. Note orchestra leader you sent very bad. City Hall agreed to-night no further police interference and let cases be pride in court. Four operators arrested so far. Man agr. two operators and I submite again to arrest to-morrow. Every thing favorable on papers with us. Over

Please make all replies on back of this memorandum

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 6, 1924.

Collector of Internal Revenue,
Fisk Building,
57th Street and Broadway,
New York, N. Y.

Dear Sir:

Mr. John C. Epping, Treasurer of D. W. Griffith, Inc., is at present abroad and will not return to the United States until the latter part of April. Therefore, he will be unable to file his 1923 Income Tax return on March 15th, and respectfully requests, through the writer, the courtesy of an extension in filing his return and payment of first instalment until April 30th, without penalty or interest.

In granting this extension to Mr. Epping, will you kindly address letter care of the writer, and oblige

Yours very truly,

Sec'y to Mr. J. C. Epping.

CC

February 6, 1924.

Income Tax Bureau,
New York State Tax Commission,
Albany, N. Y.

Gentlemen:

Mr. John C. Epping, Treasurer of D. W. Griffith, Inc., is at present abroad, and will not return to the United States until the latter part of April. Therefore, he will be unable to file his 1923 Income Tax return on April 15th, and respectfully requests, through the writer, the courtesy of an extension in filing of his return and payment of tax until April 30th, without penalty or interest.

In granting this extension, will you kindly address letter care of the writer, and oblige

Yours very truly,

Sec'y to Mr. J. C. Epping.

CC

74

R-C PICTURES CORPORATION

729 SEVENTH AVENUE
NEW YORK

TELEPHONE
BRYANT 9460

FOREIGN DEPARTMENT

CABLE ADDRESS
"RADIOLITE" NEW YORK

CODES USED
A. B. C. Fifth Edition
Western Union
Bentley's

February 7, 1924.

Banshof, Pemberton & Littick
130 West 42nd Street,
New York City.

Gentlemen; Att. of Mr. Banshof.

We beg to acknowledge receipt of your favor of the 6th, and note the instructions you have given us concerning the shipment of the six prints of the picture INTOLERANCE to the United Artists Corp., Kobe, Japan, for the attention of Mr. Pearson.

Please take note that we have this day issued instructions to have such prints shipped in accordance with the conditions of your letter.

We would point out, however, that we are not definitely sure whether the Steamship Companies plying between the Far Eastern points will accept shipments on a C.O.D. basis, and if we find such to be the case, you understand, ofcourse, that it will be necessary for us to hold up shipment of the prints in question and again refer to you for further instructions in the matter.

Please inform us in any event, when and as any of the said six prints are received at the office of the United Artists Corporation Kobe, Japan, and oblige

Very truly yours,

R-C PICTURES CORPORATION

E Williams

Manager, Foreign Department.

EW:S

53

Berlin, SW68
Zimmerstrasse 72/74

February 7th, 1924.

Messrs.
D.W.Griffith Incorporated.
130, West 42nd Street,
NEW YORK CITY, U.S.A.

Gentlemen,

For the attention of Mr. A.H.T.Banzhaf.

We thank you for your favor of January 8th and beg to inform you that we have already replied to yours of Dec.12th on January 7th.

Please find herewith a copy of the Monopoly and Delivery Terms attached to the Agreement for your perusal.

Hoping that this oversight has not inconvenienced you and always with pleasure at your service,

Very sincerely Yours

TRANSOCEAN FILM CO. G.m.b.H.

Please
note our new Address:
Friedrichstr.225
BERLIN S.W. 48

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Monopol- und Lieferungsbedingungen

Berlin, den 12.Juli 1925

Firma: Royal Film Corporation,
Berlin
Wilhelmstr. 65

Betr. Films: "One Exciting Night" für

Für die Monopolgebiete: Finnland, Estland, Lettland, Litauen und Sowjet-Russland

Laut unserem Brief vom: 12.Juli 1925

1. Monopolschutz:

Der Käufer verpflichtet sich, die Films lediglich in den obengenannten Gebieten auszunutzen, während der Verkäufer sich verpflichtet, die Films in den Gebieten des Käufers weder direkt noch indirekt anderweitig zu verwerten. Für jeden Fall der Zuwiderhandlung unterwerfen sich Käufer und Verkäufer einer Konventionalstrafe von $ 3000.- in Worten Dreitausend Dollar unbeschadet weiterer Schadenersatzansprüche. Käufer verpflichtet sich ferner für den Fall, dass er seine Rechte an diesen Films oder Kopien derselben weiterverkauft, seine Abnehmer auf Einhaltung dieser Monopol- und Lieferungsbedingungen gegen Konventionalstrafe und Schadenersatzandrohungen zu binden. Für den Fall der Uebertragung irgendwelcher Rechte aus diesen Abmachungen an dritte Personen bleibt der Käufer dem Verkäufer in vollem Umfang haftbar. Käufer ist auf Verkäufers Verlangen verpflichtet, alle Rechte, die ihm gegen seine Abnehmer zustehen, an Verkäufer abzutreten.

Sollten wider Erwarten Kopien der Films von dritter Seite in die dem Käufer zugestandenen Monopolgebiete widerrechtlich eingeführt werden, so überträgt der Verkäufer dem Käufer für diesen Fall all seine Rechte gegen den Verletzenden. Alle Schritte, die Käufer für den Fall einer solchen Monopolverletzung unternimmt,

gehen zu dessen Lasten, während alle Schadenersatzzahlungen, die Käufer für solche Fälle erreicht, ihm gehören.

Der Verkäufer bestätigt dem Käufer ausdrücklich, dass alle anderen Monopolkäufer dieser Films durch den Verkäufer bezw. die Hersteller und deren sonstige rechtmässigen Vertreter durch Vertrag, Konventionalstrafe und Schadenersatzandrohungen gebunden sind, Kopien der obigen Films nur in den von den respektiven Käufern erworbenen Monopolgebieten vorzuführen und auszunutzen.

Das Monopolrecht wird dem Käufer auf die Dauer von

3 Jahren übertragen, beginnend mit heute

Der Verkäufer hat das Recht, Kopien, die an Käufer unter den obigen Monopolbedingungen geliefert worden sind, nach Beendigung der Monopolzeit zurückzuverlangen. Die Rücksendungskosten trägt der Verkäufer. Die Rückgabepflicht erlischt nur, wenn die Kopien nachweislich zerstört, gestohlen oder sonstwie abhanden gekommen sind.

2. Lieferung von Kopien.

Der Verkäufer verpflichtet sich, dem Käufer Kopien der Films, solange sich die Negative in Berlin befinden, zu liefern. Bei Ordererteilung ist dem Verkäufer der ungefähre Betrag, den der Verkäufer für Einkaufen des Materials benötigt, anzuweisen. Der Verkäufer verpflichtet sich in diesem Falle, dem Käufer dasjenige Quantum Material bei der Kopieranstalt des Verkäufers zu reservieren, welches Verkäufer für den überwiesenen Betrag am Tage des Einganges desselben erwerben kann. Die Berechnung des Kopierlohnes erfolgt zu dem Preise, der am Tage der Abnahme der Kopien durch den Käufer in Berlin tagesüblich ist. Für Manipulationsspesen berechnet der Verkäufer auf den Gesamtkopierpreis 5 % in Worten: f ü n f Prozent.

Die Berechnung der Kopien erfolgt zuzüglich 3 % Vorschnitt. Die Prüfung derselben durch den Käufer muss sofort bei Uebernahme erfolgen. Etwaige Reklamationen werden vom Verkäufer nur anerkannt, wenn sie innerhalb 48 Stunden nach Erhalt der Kopien ihm bekannt gegeben werden.

Es ist dem Käufer bekannt, dass die ausländischen Negative sich nur vorübergehend zur Verfügung des Verkäufers in Deutschland befinden. Macht der Verkäufer an Käufer Mitteilung davon, dass die Eigentümer solcher Negative dieselben abrufen wollen, so ist Käufer verpflichtet, die von ihm benötigten Kopien unter Anweisung der entsprechenden Geldbeträge an Verkäufer sofort nach Empfang der Mitteilung in Auftrag zu geben, widrigenfalls Verkäufer von der Verpflichtung zur Lieferung von Kopien befreit ist. Verkäufer erklärt sich jedoch bereit, dem Käufer nach Möglichkeit auch dann Kopien der Films zum Selbstkostenpreis zuzüglich der obengenannten Manipulationsspesen zu beschaffen, wenn sich die Negative nicht mehr in Berlin befinden sollten. In diesem Fall ist dem Verkäufer der ungefähre Betrag, den die Kopien in fremder Währung ausmachen sollten, in Originalwährung mit Order anzuweisen.

Die Uebergabe von Kopien an Käufer ist abhängig von der Bezahlung der Aufführungsrechte, deren Zahlungsbedingungen in einem besonderen Schreiben festgelegt sind.

Sollte wegen Mangels an Rohmaterial, oder aus sonstigen vom Verkäufer nicht zu vertretenden Umständen die Lieferung unmöglich sein, oder sollte durch Personalmangel oder aus einem sonstigen Grunde eine Verzögerung in der Lieferung eintreten, so ist Käufer nicht berechtigt, Schadenersatzansprüche wegen Nichterfüllung, nicht ordnungsmässiger oder verspäteter Erfüllung zu stellen.

3. Reklame.

Der Verkäufer verpflichtet sich, dem Käufer Fotos, Titellisten, Beschreibungen und Plakate, soweit solche beim Verkäufer lagern, zu dem Tagespreise zu liefern, der am Tage der Uebernahme und Zahlung durch Verkäufer in Berlin branchenüblich ist.

Käufer verpflichtet sich, in seinen Ankündigungen die Firma: D.W.Griffith,New York

als Herstellerin und:

als Star zu nennen. Käufer verpflichtet sich ferner, in jeder Kopie der Films nach dem Haupttitel des ersten Aktes einen Untertitel zu bringen, der die obigen Stars und Firma ankündigt.

4. Schiedsgericht.

Für alle Streitigkeiten, die aus diesen Vereinbarungen sich ergeben könnten, oder damit in Zusammenhang stehen, wird vereinbart, dass der ordentliche Rechtsweg ausgeschlossen sein soll und dass sich Käufer und Verkäufer einem Schiedsgericht unterwerfen. Jede Partei hat das Recht, innerhalb 14 Tagen nach Anruf des Schiedsgerichtes, je einen Schiedsrichter, der in Deutschland ansässig ist, zu ernennen. Bleibt einer der einen Parteien 14 Tage nach Anruf des Schiedsgerichts mit der Ernennung des Schiedsrichters im Verzuge, so hat die andere Partei eine Nachfrist von einer Woche zur Ernennung des Schiedsrichters zu setzen. Nach Ablauf dieser Nachfrist geht die Ernennung dieses Schiedsrichters auf den anderen Teil über.- Die beiden Schiedsrichter wählen einen unparteiischen Obmann, der, falls die Schiedsrichter sich über die Person des Obmanns nicht einigen können, vom Präsidenten der Handelskammer in Berlin zu ernennen ist. Für den Fall, dass aus irgend einem Grunde ein von dem Schiedsgericht gefällter Schiedsspruch aufgehoben wird, so

wird vereinbart, dass auch für das weitere Verfahren das Schiedsgerichtsverfahren unter Ausschluss des ordentlichen Rechtsweges bestehen bleiben soll. Als Gerichtsstand im Sinne des § 1045 der ZPO ist das Amtsgericht Berlin-Mitte zuständig. Der Sitz des Schiedsgerichts ist Berlin.

Andere Vereinbarungen über Konzessions-, Zahlungs- und Lieferungsbedingungen haben nur dann Gültigkeit, wenn dieselben vom Verkäufer schriftlich bestätigt worden sind.

TRANSOCEAN FILM CO.G.M.B.H.

New York, February 6th, 1924.

Manufacturers Trust Company,
(formerly Columbia Bank),
512 Fifth Avenue,
New York City.

Gentlemen:-

We beg to acknowledge the receipt of an assignment from G. & H. PICTURES CORPORATION to you of all its rights in and to all moneys payable under a distribution contract made with us dated January 22nd, 1924, covering the distribution of the negro comedy-photoplay entitled "HIS DARKER SELF", and formerly called "BLACK AND WHITE", covering Continental United States, Hawaii, Alaska and Canada, said assignment having been given as security for advances made and to be made by you.

The undersigned consents to this assignment to you and agrees to pay over to you as soon as the same are payable under our distribution contract, all moneys payable to G. & H. PICTURES CORPORATION thereunder until the full amount due you with interest is paid, and until you have advised us that your rights under said assignment have been fully terminated.

The contract is in full force and effect and there has been no breach of any kind under the terms thereof by G. & H. PICTURES CORPORATION.

You or your duly accredited representative shall have free access at all times to our books, records, papers and vouchers pertaining to the rentals of prints and the receipts from said comedy-photoplay. We agree to keep proper books and records, but reserve the right to destroy any such book, record, paper or voucher after one (1) year from the date of the last entry thereon.

We will mark our ledgers and records wherever this distribution contract appears showing the above assignment to you.

Very truly yours,

W. W. HODKINSON CORPORATION,

BY: Raymond Vaughn
First Vice-President.

BY: M. a. Bell
Assistant Secretary.

W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

February 6th, 1924.

Messrs. Grust, Fox & Cane,
25 W. 43rd Street,
New York City, N. Y.

Dear Sirs:-

Mr. Albert L. Grey, President of G. & H. Pictures Corporation has filed with us copy of an assignment dated July 31st., 1923, by the G. & H. Pictures Corporation to the Columbia Bank, of its rights in and to a certain photoplay entitled "HIS DARKER SELF".

Mr. Grey also submits for our signature, a formal acknowledgement of receipt of this assignment. We are enclosing herewith our acknowledgment of this assignment in the form submitted, with the following exceptions:

SECOND PARAGRAPH:

To this paragraph we have added the following language:

"and until you have advised us that your rights under said assignment have been fully terminated".

We shall expect the Manufacturers Trust Company to advise us when their interest in this photoplay has ceased.

FOURTH PARAGRAPH:

We have modified this paragraph to conform with our distribution contract with the G. & H. Pictures Corporation, dated January 22nd., 1924.

which modifications we assume will meet with your approval.

We notice by the said assignment which ante-dated our contract with the G. & H. Pictures Corporation for the distribution of this picture, that the contract for the distribution of said picture was to be made subject to the approval of said Columbia Bank. We understand that you are familiar with the terms of our contract with the G. & H. Pictures Corporation, but in view of the above provision

we are also enclosing our file copy of the said contract with the G. & H. Pictures Corporation, and would request that you indicate thereon your approval for the Columbia Bank and its successors The Manufacturers Trust Company, and return same by our messenger herewith.

Yours very truly,

W. W. HODKINSON CORPORATION

Raymond Pawley.

TREASURER.

RP/AM.
Encls.

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W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

February 6th, 1924.

Mr. A. H. T. Banshaf,
303 Longacre Building,
New York City, N. Y.

Dear Mr. Banshaf:-

In re: Assignment to THE MANUFACTURERS TRUST COMPANY.

Mr. Flinn has referred to the writer Mr. Grey's letter of January 24th, 1924, with enclosures.

We are sending you herewith a copy of our formal acknowledgment to The Manufacturers Trust Company, of the G. & H. Pictures Corporation's assignment to them, together with a copy of our letter to Messrs. Ernst, Fox & Cane, in connection with this matter, all of which we trust may be found in order, and have your approval.

Yours very truly,

W. W. HODKINSON CORPORATION

Raymond Rawley

TREASURER.

RP/AM.
Encls.

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February 8th 1924.

R.C.Pictures Corporation,
723 Seventh Avenue,
New York City. Attention Mr. Williams.

Gentlemen:

Referring to your favor of the 7th inst., I note what you state with relation to the possibility of the Steamship Companies plying between Far Eastern points not accepting C.O.D.shipments. If the shipment cannot be made in this manner and if your Far Eastern Agencies will advance the cost of such shipments, I will guarantee the reimbursement of such sums upon receipt of proper invoices therefor.

Will you kindly advise your agents in this respect?

Very truly yours,

R/GDM

MUSEUM OF MODERN ART, FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY

February 8th, 1934.

Dear Committee:

Herewith redraft of section 49 (recording section) Please report by telephone as the printer awaits.

Yours,

Louis E. Swarts

Enc.

(a) Any assignment of copyright, either in whole or in part, of any license or mortgage or other disposition of any copyright, or interest therein may be registered.

(b) Any such instrument shall be void as against any subsequent assignee, licensee or mortgagee for a valuable consideration unless such instrument be registered in the copyright office within sixty days after its execution if executed within the United States or within ninety days after its execution if executed without the limits of the United States.

(c) Any such instrument not registered within the times specified in subdivision (b) shall nevertheless be valid and enforceable, save as specified in said sub-section; Provided, however, that if any such instrument be registered any and all rights and claims by anyone asserted under any and all instruments unrecorded prior to said registration, or recorded subsequent thereto, save in the cases specified in sub-section (b), shall be void as against subsequent assignees, licensees or mortgages for a valuable consideration, deriving their rights from or through the record owner of said instrument so registered.

(d) Provided, further, that any instrument relating to or affecting the title to any copyright under any prior act or any of the rights connected therewith, may be recorded within three calendar months after its execution within the United States, or within six months after its execution without the limits of the United States, said registration to have the same force and effect as if it had been recorded within the times hereinabove specified, this provision, however, not to operate to extend any rights which may have been lost or prejudiced

by failure to comply with any heretofore existing act. No assignee, licensee, mortgagee or other person authorized to maintain an action pursuant to any such instrument, or under this act, shall maintain any action under this act unless the instrument under which he claims shall have at first been registered.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

CABLEGRAM

DELIVERY NO.

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

CHECK PATRONS NO. HERE

153 W. 42nd St., New York

2CBNY RG 945A 11 GAM

SYDNEY

RECD FEB 9 1924

LRD GREYGRIF

NEWYORK (D W GRIFFITH INC, 1476 BWAY)

ORPHANS NIGHT BABYLON MOTHER FIFTY EACH REGARDS

WHITING

Rate 428.76 less 4 overpaid 1/4/24

Orphans £50 Rs 214.34

Cable

Letter Rd 2/21/23

Night £50 on £100 $428.76

2/9/24.

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. MANSHAP, Secretary
J. G. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 9th,1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
The White Rose		65		
Orphans Of The Storm		78		
Birth Of A Nation		122		
Dream Street		829		
A Woman's Secret		127705		
Fall Of Babylon		16035		
Picture U-7			12667	8631
	0	144834	12667	8631

Positive Stock Used

Eastman	12667	
Agfa	144834	157501

Negative Stock Used

Regular	8631

BASIC BOND
MADE IN U.S.A.

TELEPHONE
VANDERBILT 7261

HODKINSON PICTURES

W. W. HODKINSON CORPORATION
469 FIFTH AVENUE
NEW YORK

February 9, 1924

Mr. Albert Grey,
Longacre Building,
1476 Broadway,
New York City.

Dear Mr. Grey:

To confirm our conversation in regard to a first run at the Cameo Theatre as soon as possible on "HIS DARKER SELF", I want to explain to you by letter that the first run situation in the New York theatres is so congested that I don't see how we can possibly get into one of the Broadway houses unless we wait more or less indefinitely.

I am glad you concur in our opinion that the thing to do is to get the picture before the public as soon as possible, get our newspaper review in New York which will be of great value in placing the picture in theatres elsewhere in the country, and follow up the New York showing with circuit bookings as soon as the Cameo engagement is over.

Of course, you know the seating capacity of the Cameo is very limited and the terms for the theatre, which include all expenses except advertising, are $4,000. a week. We propose to spend not to exceed $2,000. or $2,500. a week for advertising and exploitation, and in these circumstances we might have a deficit in the first run operation and I believe with you, that the proper thing to do is to place the deficit charge as against advertising appropriation under the contract.

If this meets with your approval, I wish you would initial this letter and mail it back to me in the enclosed envelope and I can put it in our records here.

With very kindest regards,

Cordially yours,

John C. Flinn

JOHN C. FLINN

Approved:

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

JULIAN M. THOMAS
LAW COURT

JULIAN M. THOMAS
COUNSELLOR AT LAW
AVOCAT A LA COUR SUPREME DES ETATS-UNIS
19, AVENUE DE L'OPERA
PARIS

CABLES : ASSTHOMAS : PARIS
TELEPHONES | OUTRAMONT 77-08
OUTRAMONT 79-79

102A

February 15, 1924

Albert E.E. Banshaf, Esqr
Counsellor at Law
Bush Terminal Building
130 West 42nd Street
New York

Dear Mr Banshaf,

Re GRIFFITH VS BARATOLO

I have your favor of January 14th on the subject of my statement for services rendered with reference to this case, and I note that this matter will be taken care of after the release of the next picture by Mr Griffith entitled "AMERICA". I leave this matter entirely in your hands and know that you will give it your best attention.

Very truly yours,

Julian M. Thomas

JMT/C

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. GANAHAN, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

February
Fourteenth
1924.

Mr. F. A. Beach
United Artists Corp.
729 Seventh Ave.,
New York, N.Y.

Dear Mr. Beach:

As per telephone conversation of today, I am forwarding you herewith copy of my report showing balances taken from your statements as of January 19th. You will find that-

The aggregate balance due the United Artists is	$ 94,765.65
Balance due D. W. Griffith Incorporated	20,125.77
Net Balance due the United Artists	$ 74,639.88

Since the time these reports were rendered, you have advanced to us the following:

On Jan. 24th	4,999.47
" 31	50.31
Feb. 2n	1,149.85
Feb. 11	2,837.37
Total	$ 9,037.00

Adding these advances to the balance due at Jan. 19th, shows a balance in your favor of $83,676.88

In lieu of there having been a four weeks elapse from the time of your last report of "Played and Earned" and estimating the net earnings due D. W. Griffith Inc. on the basis of previous reports at about $25,000. per week, you will find that our indebtedness to you should be about eliminated at this time.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. RAMSHAW, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

Ther fore, I feel that from now on our regular weekly advances should be resumed.

Trusting that you will give this your prompt attention and make preparation to have these advances to me by Friday of each week at the latest, I remain,

Very truly yours,

Asst. Treasurer,
D.W.GRIFFITH INC.

CTG:G

"ONE EXCITING NIGHT"

- - - - - - - - - - - - - - - - - - -

D.W.GRIFFITH, INCORPORATED

with

THE AFRICAN FILMS, LTD.,
through
INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC.

- - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - -

DATED:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A G R EE M E N T made and entered into this day of January, 1924, by and between D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, duly authorized to transact business in the State of New York, hereinafter referred to as the"Lessor", party of the first part, and THE AFRICAN FILMS, LTD., a South African Corporation, by and through its duly authorized agents, INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC., a New York Corporation, having its principal office at #218 West 42nd Street, New York,N.Y., hereinafter referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor is the sole owner of the motion picture photoplay entitled "ONE EXCITING NIGHT", and

WHEREAS, the Lessee is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition positive prints of said photoplay throughout the territory of Continental Africa south of the Equator and including the Island of Madagascar, hereinafter referred to as the "Territory", on the terms hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

FIRST: (a) The Lessor shall deliver to the Lessee, and the latter shall take on the terms hereafter specified, one complete positive print of the motion picture entitled "ONE EXCITING NIGHT" produced by D.W.Griffith, with English titles.

(b) The Lessor agrees to deliver to the

Lessee, and the Lessee agrees to take the aforesaid positive print of the aforesaid photoplay on or before the [illegible] day of [redacted], 1924, conditioned upon the payments to be made to the Lessor by the Lessee as hereinafter specified.

SECOND: The Lessor hereby licenses the Lessee to exhibit and distribute in the aforesaid Territory said motion picture photoplay, and the license thereof is granted for a period of six (6) years from the date of this agreement, The legal title of all prints delivered hereunder shall at all times remain in the Lessor.

THIRD: The Lessor shall deliver, and the Lessee shall accept delivery of all prints of said photoplay as now edited, or as may hereafter be edited by the Lessor, at the office of the Lessor, #1476 Broadway, New York, N.Y., or at such other place as the Lessor may designate in writing, and the holding of such positive prints by the Lessor at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of delivery is expressly waived by the Lessee.

FOURTH: The Lessee shall pay to the Lessor at its office in the City of New York the sum of Five thousand ($5,000.) Dollars, plus the sum of five (5¢) cents per linear foot, as a royalty for the use of said print, for each positive print delivered, said sum of $5,000. dollars plus the sum of five (5¢) cents per linear foot for each print delivered in accordance with the terms of this agreement, to be due and payable to the Lessor as follows:

Five thousand dollars dollars in cash upon the execution and delivery of this agreement, receipt whereof is hereby acknowledged, plus the sum of five (5¢) cents per linear foot for the positive print or prints of the said

photoplay "ONE EXCITING NIGHT" to be delivered as hereinbefore provided.

FIFTH: The Lessor shall furnish to the Lessee, as long as the negative of said photoplay is in existence, and during the term of this agreement, additional prints of said photoplay, as now edited or as the same may hereafter be edited by the Lessor, not to exceed, however, five (5) prints (which number of prints shall be the maximum number of positive prints the Lessee shall have in its possession or under its control at any one time), upon payment to the Lessor of an additional royalty in the sum of five (5¢) cents per foot for each linear foot of any such additional prints, upon delivery of said print or prints as hereinbefore provided.

SIXTH: The Lessee further agrees that it will in no event permit the exhibition or projection of a defective print ~~xxxxx~~ of the photoplay herein mentioned.

SEVENTH: It is understood and agreed that the price per foot of said positive prints as set forth herein is based upon the present price of ~~faw~~ positive stock, and in the event of increase of the cost of raw positive stock, or in the event that the Federal, State or Municipal Government of the Country in which said positive prints are made levies a tax upon such motion picture film or raw positive stock, or in the event that such duly constituted Governmental authorities or any of them should levy a sales tax thereon, the price per foot as set forth herein shall be increased by such amount of increased cost per foot and increase of any tax per foot, or sales tax on the print as a whole, or otherwise, if levied.

EIGHTH: Every print delivered to the Lessee under this agreement is to be returned to the Lessor, as the

Lessor may designate, immediately upon the expiration of the license herein contained, and the Lessee hereby agrees that it will at once upon the loss or destruction of any of the positive prints delivered to it under this agreement, or any part of such positive prints, execute an affidavit satisfactory to the Lessor covering the cause of loss or destruction thereof.

NINTH: The Lessee agrees and guarantees that it will not permit any of the prints furnished by the Lessor to be copied or duplicated or shown outside of the Territory aforesaid, nor hire any copies thereof unless directly obtained from the Lessor pursuant to the terms and at the rate mentioned in this agreement, and the Lessee shall immediately notify the Lessor of any infringement of copyright of said photoplay delivered pursuant to this agreement.

TENTH: The Lessor agrees that it will not exhibit the said photoplay delivered to the Lessee hereunder in said Territory, nor will it cause the same to be exhibited therein, and the Lessor will not lease, license, hire, supply or sell prints of such production to any person, firm or corporation or association for use in said Territory during the term of the license herein granted, nor let, lease, license, hire, market, dispose of, exhibit or permit others than the Lessee or those deriving their rights to exhibit from said Lessee so far as the Lessor may control such exhibition by others to exhibit such photoplay.

ELEVENTH: The Lessor hereby gives and grants to the Lessee the right to enjoin any showing of the aforesaid motion picture photoplay, except by the Lessee under this agreement by any party not authorized so to exhibit said photoplay, in the said Territory, and to sue for damages therefor, but any such action shall be taken at the expense

of the Lessee, and the Lessor shall in no way be liable for the acts of the Lessee in relation thereto.

TWELFTH: In the event that the Lessee makes default

(a) in paying to the Lessor any of the sums herein agreed to be paid

(b) in exhibiting prints of the said photoplay outside of the aforesa id Territory

(c) in assigning its interest in this agreement, except as herein provided for, by either voluntary or involuntary act, or should the Lessee file a petition in bankruptcy or be adjudged a bankrupt, or be adjudicated or be judicially declared insolvent, or unable to pay its debts, or be judicially granted an extension of time to pay its debts, or upon other breach or default by the Lessee, then on the happening of any one or more of these defaults, the Lessor may at its option terminate this agreement by giving ten (10) days' notice in writing to the Lessee declaring its intention so to do, and may then seize and take wherever found any and all prints theretofore furnished by the Lessor to the Lessee, and the Lessor may also enjoin in any Court or Courts having jurisdiction the use of any or all prints furnished by the Lessor to the Lessee hereunder, and any and all sums theretofore paid by the Lessee shall be forfeited as liquidated damages.

THIRTEENTH: The rights and remedies hereinbefore last given to the Lessor are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Lessor, and any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or a consent to any subsequent breach

on the part of the Lessee.

FOURTEENTH: The prints of said motion picture photoplay delivered hereunder shall not be cut by the Lessee unless censored by duly constituted Governmental authority, and shall be exhibited with all titles, sub-titles, trailers and leaders, if any, in the continuity of the story as now or as may hereafter be delivered to the Lessee, and with appropriate musical accompaniment as prepared by the Lessor.

FIFTEENTH: It is understood and agreed that the Lessee is not the representative of the Lessor in any manner whatsoever and the Lessee agrees that it will not so hold out, either by advertising or otherwise, to the public or trade or to any person whomsoever, and that the Lessor shall not be liable for or bound by any representation, act or omission whatever of the Lessee.

It is further expressly understood and agreed that this agreement in nowise constitutes a partnership between the parties hereto. This agreement is declared to be personal in respect to each of the parties, and it is agreed that the Lessee shall not be permitted to assign this agreement without the written consent of the Lessor.

SIXTEENTH: This agreement being signed and entered into in New York, New York, it is agreed that the law to be applied to any matters hereunder shall be that of the State of New York and of the United States of America.

SEVENTEENTH: Neither party hereto shall be liable for any defaults or delays caused by act of God, war or other circumstances beyond their control.

EIGHTEENTH: The covenants herein contained shall bind the successors and assigns of the Lessee, and the successors and assigns of the Lessor.

NINETEENTH: It is further agreed that the name of "D.W.GRIFFITH" shall appear as producer of said photoplay, and his name shall be in as large type as any other printed matter on all prints, lithographs, posters and other advertising, including newspaper advertisements and other advertising accessories.

TWENTIETH: It is further agreed that the Lessee shall have no right to copyright said photoplay or register the names of any thereof, or the name of D.W.Griffith, or D.W.Griffith, Incorporated, or any name similar thereto, as a trademark in any form whatsoever, and it is further agreed between the parties that this agreement does not assign to, license or confer upon the Lessee any performing or producing rights or interest in the copyright of said motion picture photoplay, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FIRST: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of D.W.GRIFFITH INCORPORATED, or any other company, shall be binding or be considered a part of any agreement between the Lessor and the Lessee, unless herein expressly contained, and no variation or modification of this agreement shall be made, except in writing, signed on the part of the Lessor by its President or Vice-President, who, it is mutually agreed, are the only persons authorized to sign the same on behalf of the Lessor.

TWENTY-SECOND: Any notice under this agreement to be given to the Lessor shall be given at its office #1476 Broadway, New York City, N.Y., or as it may hereafter in writing direct, and any notice under this agreement to be

given to the Lessee shall be given to it at

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, and AFRICAN FILMS, LTD., has caused these presents to be signed by its duly authorized agent, INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC., who has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

D.W.GRIFFITH, INCORPORATED,
By A. W. Grey Vice Pres.

AFRICAN FILMS, LTD., By
INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC.,
its agents,
By M Mahlsinger
Treas.

A A Birgel
GENERAL MANAGER

CITY, COUNTY AND
STATE OF NEW YORK. } ss.:

On this [illegible] day of January, 1924, before me personally came [illegible] m, to me known, who, being by me duly sworn, did depose and say that he resides in [illegible]; that he is the [illegible] of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Robert C. Fields

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 452
New York County Register's No. 4337
Commission expires March 30, 1924

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On this 16th day of January, 1924, before me personally came M. Schlesinger, to me known, who, being by me duly sworn, did depose and say that he resides in New York City; that he is the Treasurer of INTERNATIONAL VARIETY THEATRICAL AGENCY, INC., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Deponent further states that INTERNATIONAL VARIETY & THEATRICAL AGENCY, INC., have executed the foregoing agreement for and on behalf of AFRICAN FILMS, LTD., and as the duly authorized agents of said AFRICAN FILMS, LTD., pursuant to authority duly given by AFRICAN FILMS, LTD.

Cecilia Hansen
Commissioner of Deeds, New York City
New York Register's No. 24063
New York County Clerk's No. 164

INVENTORY OF AUTOMOBILES ON HAND FEBRUARY 15,1924:

MAKE	KIND	MOTOR NO.	YEAR
Indiana	Truck	422	1919
White	Town Car	71247	1920
White	Truck	59643	1920
Mason Road King	Truck	1605	1923
Reo	Bus	A-86929	1923
Hahn	Truck Chasis	16156	1922
Voisin	Limousine	1541	1923
Hispano-Suiza	Limousine	0056	1923

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

CABLEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

20 Dbl.
30285

DESIGN PATENT No. 40528

153 W. 42nd St., New York

5CB QA 1107AM 10 VIA BAM

SYDNEY FEB 16 1924

LCO GREYGRIF

NY(D W GRIFFITH INC ROOM 303 1476 BWAY NY)

EAST NIGHT BABYLON FIFTY EACH REGARDS

WHITING. Rate 4.2876

W D East Z 50 $214.38 3/3/24

Letter
Pd 2/21/23

Night Z 50 on 100 $428.76

2/16/24

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

105 A

O. ELLERY EDWARDS
ATTORNEY AT LAW
WOOLWORTH BUILDING
233 BROADWAY
NEW YORK

February 16th, 1924.

Messrs. Banshaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Gentlemen:

I am in receipt of your letter of January 30th signed by your Mr. Banshaf which came in my absence.

Mr. Schlechter is a lawyer and represents this man Edward Scholl. If I were in your place, I would send for Scholl and talk to him directly and see just what he wants, and if possible, I would grant him what he seeks, subject to the condition that whatever profits are derived from his enterprise be divided 65% to Mr. Griffith and 35% to Scholl. I would also insist that all transactions be on a royalty basis of so much per mask. I do not know what would be fair, but I would suggest $100 a mask.

You see it is this way. A film is made with two exposures, the position of the camera being unchanged. In the first exposure the film is acted upon in certain spots. In the second exposure these spots are protected and the film is acted upon in other spots. How it is a very nice thing to get these masks just right so that everything will register in the finished film. This problem is solved by the invention of this application and I believe it can be solved in no other way. Of course, you will understand that it will take two masks for every film where there is a double exposure and if there are three exposires it will take three masks, etc., the number of masks always being equal to the number of exposures. It may be that to make a certain film it may be necessary to have a dozen exposures, in which case there would be a dozen masks.

Each mask saves the user some money.

My figure of $100 per mask is a mere guess. Talk to Scholl who is very good in every way and get his ideas and then you can fix a fair figure agreeable to him and agreeable to you.

With best wishes, I remain

Sincerely yours,

O. Ellery Edwards

OEE/TB

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. GANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 17,1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
Mother And The Law		6488		
Fall Of Babylon		775		
A Woman's Secret		72726		
Picture U-7			22469	24779
America		38897		
	0	118886	22469	24779

Positive Stock Used

Eastman	60966	
Goerz	14374	
Agfa	66015	141355

Negative Stock Used

Regular	24779

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "AMERICA" No. 4.

Date of Shipment February 18-19-1924.

Where Shipped 44th St. Theatre, New York City.

Ordered By D.W.Griffith Inc.

ITEMS SHIPPED

PROJECTION DEPT.

Return Check

1 Can oil
Two pieces of Greenfield and Wies
One Panel box and pipe
One Bundle of carbons
Three machines
Three upper magazines
Three lower magazines
Three motors and switches
Three stands
Three pedestals
Three lamp houses
Three motor stands
Three Rheostats and Asbestos wire
Two clocks and Geberators
Two film boxes
Two hand bags
One pail and two brushes
One can of paint.

There are 4 Projection machines at 44th St. Theatre.

ELECTRICAL DEPARTMENT

1 Pipe ½" 16 ft. long
3 drums complete
1 signal board complete
1 box orchestra lamps-(12)
1 set xrays complete with dimmer box and color frames
~~1 signal box for D.W.G.~~ Returned 4/16/24
24- 150 watt lamps
12 stage plugs
12 plug fuses
6 link fuses 150 amp.
~~6 rolls tape~~
36 carbon lamps 10 watt.

12 Candilabra lamps- 6 carbon - 6 mazda.

Shipped by WM.J.Bantel. Received by _____
SHOW MANAGER.

Returned _____

The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "AMERICA" CO. A.

Date of Shipment February 18.19.1924.

Where Shipped 44th St. Theatre.

Ordered By D.W.GRIFFITH INCORPORATED.

ITEMS SHIPPED

CARPENTER DEPARTMENT

Return Check

2 boxes flooring
1 Booth
✓ ~~3 Horse effects~~ - Returned 4/16/24
✓ ~~3 shot pads and Rattan sticks~~ Returned 4/16/24
✓ 1 Bell and Frame and ~~Perellel~~ Returned 4/16/24
1 Picture sheet and frame 13 pieces and bolts
1 Traveler- 2 pieces
2 doz. Ball hangers
2 Hanks sash cord 2 trick lines
1 floor Pulley and 2 for traveler.
2 pieces cyke.
2 " Draw curtains
3 Borders Battons
1 Ground cloth
1 Bolt Black cloth
1 Box orchestra stands
1 box poles
1 box curtains
2 black cloth frames
1 poece of heavy pipe.
1 Bell

Shipped by _____ Received by _____
SHOW MANAGER.

Returned _____

The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

Walter M. Stevens
Grace S. Chrystie

Telephone Mamaroneck 1081

Stevens & Chrystie

Real Estate and Insurance

100-102 West Boston Post Road

Mamaroneck, N. Y. February 18, 1924.

124

Mr. Banzhaf,
c/o Banzhaf, Pembleton & Littick,
130 West 42nd St.,
New York City

My dear Mr. Banzhaf:

On Saturday I took a Mr. Bradbury of New York out to the Griffith's property and after spending two hours there, he left with a promise to return in a week or 10 days with his associate.

Personally, I feel that he was very much interested and I hope that we will be able to do something with him.

Very cordially yours,

Grace Sims Chrystie

GSC:MK

(COPY)

THE ALLIED ARTISTS CORPORATION, LTD.
66-68 Wardour Street
LONDON, W. 1
ENGLAND

Feb. 16, 1934

A. C. Berman, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Berman:

REPORT - ENGLISH BRANCHES

1 - Nothing unusual occurred in the operation of our offices this week.

2 - Have terminated the services of Mr. L. Miller and Mr. N. Whitney both of whom were travelers in the London branch. They had fallen down very badly on their returns and it was no use keeping them on. We must have result-producers. Mr. Lennards who seems to do his best work when under direct control from here, will be kept in the London territory from now on and so to speak will take the place of the two travelers let out. Will you please make these two corrections on your list of employees.

3 - Kindly refer to the monthly balance sheet which will probably be forwarded to Mr. Abrams by this mail. The radical changes made by us recently are not as yet reflected in this balance sheet for the reason that we had to pay passage money and the usual notices, all of which come within this balance sheet. The February balance sheet will show a tremendous decrease in expenses, for by the 1st of February all the changes will have been reflected.

4 - The total amount of business from each of our offices was as follows:

Birmingham - - - - - -	£462. 2.6	
Cardiff - - - - - - - -	422.10.0	
Glasgow - - - - - - - -	254.10.0	
Leeds - - - - - - - - -	412. 0.0	
Liverpool - - - - - - -	305. 0.0	
London - - - - - - - -	791.10.0	
Manchester - - - - - -	1360. 0. 0	
Newcastle - - - - - - -	20. 0.0	
Ireland - - - - - - - -	310. 0.0	£4337.12. 6

The cash collections for the week amounted to £7,765.16. 3

5 - The Entertainments Tax delegation of exhibitors are still on the job trying to get it removed, but it looks very

hopeless at the present time. The Book Stalls started on Saturday and it is problematical how it is going to turn out as to whether it will be settled shortly or whether the Labour Unions will join in. I sincerely hope the matter will be settled, otherwise it will cause exhibitors to get the "wind up" and they will hold off booking films until things are straightened out.

6. On looking over the returns of each Branch you will note that London, Glasgow and Newcastle did badly.

As regards Newcastle, Mr. Middlebrook now thoroughly understands that unless business improves this week we will have to make a change as we do not propose to keep any dead wood. His chief difficulty is fixing up first runs on ROSITA and A WOMAN OF PARIS and I hope this will be arranged this week, thus opening the territory on these two productions.

As regards the falling down of London, one of our men was sick all the week with Influenza, and the showing of the other two travelers above enumerated was so bad and had been so poor the previous weeks, that I let them out. The past four weeks in London had been exceedingly good and that is why I was so anxious to keep it up and did not propose keeping anyone who would not contribute his share towards a good showing.

Referring to Glasgow, Mr. Bendon is endeavouring to fix up his premier runs on ROSITA and A WOMAN OF PARIS. I have been personally in touch with Alex King here in London and hope to fix up first run on A WOMAN OF PARIS and also a run to follow ROSITA which has been booked to the Coliseum, Glasgow. As soon as these first runs are arranged, it will open up the entire territory.

Another difficulty Mr. Bendon has, is on ROBIN HOOD. This wonderful picture finished last Saturday after a disastrous two weeks at the P. C. T. Theatre. The first week they took in £ 600 and the second week about £ 400. They paid us £ 1,000 for a four weeks' run and had to take off the film after the second week as they were doing about £ 50 per day which resulted in a loss on the engagement of about £ 600, and this, together with their loss on the Edinburgh engagement, certainly has not put the P. C. T. in a pleasant frame of mind toward us, and Mr. Evans, their Managing Director who tried long runs on ROBIN HOOD at these Scotch Theatres, has avowed never again to play a picture more than one week. Needless to say that the news that ROBIN HOOD went to pieces has gone all around the Scotch territory and all Scottish exhibitors who held off booking the film to see how it went are now colder than they were.

Really Mr. Burman, I cannot understand for the life of me why this magnificent production which has won unstinted praise from all the papers throughout the country and which is admitted to be by all exhibitors, the finest production ever made, doesn't draw the business. All those who saw the picture thought it marvellous, but still the public could not come in sufficiently to warrant the exhibitor coming out on top on the prices paid.

Several of the Theatres in London who booked the film for two weeks and paid a two weeks' price, have notified us that it is not their intention to run a second week as they did not do well on the first. However, Mr. Burman, do not worry at all for we are going to keep on plugging away at this masterpiece in order that we may roll up a big gross on same.

The business for the past week on ROBIN HOOD was very poor, but I am more determined than ever that this week will make a better showing.

Regarding the three new pictures, viz:

THE HILL BILLY
LOVING LIES
NO MORE WOMEN

on Saturday last, I sent a sales letter on all three pictures to each of our Branch Managers and travellers and gave them instructions to proceed on the sale of all three.

With kindest regards and best wishes.

Yours sincerely,

M. SILVERSTONE.

MS:ER.

B. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

February 19th 1924.

Mrs. Grace S. Chrystie,
100 West Boston Post Road,
Mamaroneck, N.Y.

Dear Mrs. Chrystie:

Glad to receive your letter of the 18th inst. stating that you have a possible prospect in a Mr. Bradbury for the purchase of the Griffith property at Orienta Point. I trust that you will be able to consummate a deal. Any data that I can give you do not hesitate to call upon me for the same.

With kindest regards to you and Mr. Chrystie,

I remain

Very truly yours,

AHTB:MD

United Artists Corporation
729 Seventh Avenue
New York

February 19th, 1924

In reply please
refer to 2/19/24 FAB

Mr. Chas. T. Godwin, Asst. Treas.,
D. W. Griffith, Inc.,
Mamaroneck, New York

Dear Mr. Godwin:

Replying to your letter of February 14th concerning balances on our Settlement Statements on Played and Earned business, I have prepared a statement which shows that on all pictures for domestic business at January 26th, 1924 you owed us in excess of $79,000. While it is true that the Played and Earned statements are three weeks late in accordance with our distribution contract with producers, still if you will note the change during the week of January 26th, you will see that even if you had three weeks' business coming to you, it still would not liquidate the amount you are overpaid on all pictures combined.

I discussed this matter with Mr. Banzhaf and he suggested that if after you look over the statement there is something you do not understand or want to take up, that you come down to New York and discuss the matter with me.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

FAB G

PLAYED AND EARNED 1/1 Jan. 20th, 1954

Pictures		U. S.	Cuba	Canada	Mexico	Total
Blossoms	↑	$ 1,272.42	-	$1,704.43	-	- $492.01
Flower	↓	499.94	-	↓- 87.50	↓ 1.06	↓ 588.52
Street	-	34.96	-	↓ 17.50	↓ 9.06	- 6.40
East	↓	2,955.21	-	↓ 69.90	↓ 66.82	↓ 3,091.93
Orphans	↓	375.90	↓ 34.90	↓ 210.00	↓ 82.20	↓ 692.10
Night	-	1,056.48	-	↓ 105.00	-	- 951.48
Rose	-	81,482.67	↑ 141.62	- 1,130.50	↓ 206.72	-82,240.83
	-	$ 77,470.64	↓ $187.62	-$2,405.03	↑ $367.86	-79,320.17

Feb. 20, 1924.

Mr. John Flinn,
U. S. Moving Picture Corporation,
New York, N. Y.

Dear Mr. Flinn:

I am in receipt this morning of a press sheet on "His Darker Self", and on returning same herewith to you with various paragraphs marked.

There is pretty close to dynamite in quite a few of them but especially in the one headed "Blackface Art on the Screen" reading "David Mark Griffith, pioneer of the films, believed that the art of blackface could hold as important a place on the screen as it has on the stage, etc. etc!" I am afraid this is going to cause me trouble though, of course, if they read the article all the way through there is nothing to it. However, I suppose all the press sheets have gone out, and of course nothing can be done, but in the reprinting of same please change the wording in the "Blackface Art on the Screen" anyway.

Aside from the above, the press sheet is well gotten up and should get good results.

With best wishes,

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

Form 1.201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the class of service is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the class of service is indicated by the symbol appearing after the check.

RECEIVED AT 1450 BROADWAY, NEW YORK "LWXT" "LPCH"

565N GK 6

NEWYORK NY 914P FEB 21 1924

MR D W GRIFFITH 1229

44 ST THEATRE NEWYORK NY

MY BEST WISHES FOR A GREAT BIG SUCCESS

LEE SHUBERT

953P

Form 68

CABLEGRAM - "VIA COMMERCIAL"

CLARENCE H. MACKAY, PRESIDENT.

SUBJECT TO TERMS AND CONDITIONS ON BACK HEREOF, WHICH ARE ASSENTED AND AGREED TO.

RECEIVED AT XENH13

FEB 21 1924

FIRENZE 23 1050A

LCD D W GRIFFITH 44 ST THEATRE NY(216 W 44)

OUR HEARTS ARE WITH YOU MAY AMERICA BE THE GREATEST OF THEM ALL MRS GISH

RUPERT HUGHES
6466 SOUTH WESTERN AVE.
LOS ANGELES, CALIFORNIA
TELEPHONE [illegible]

Ritz Baltimore
Feb 21 1924

Dear Mr Griffith:

Your picture tonight has shaken me up so violently and stirred me so deeply in so many ways that I must express my profound homage once more.

You have combined so many arts so greatly that your generalship is as amazing as your infinite success with detail of every sort.

There were so many thrills, terrors, heartbreaks and triumphs that it is ridiculous to praise any one thing. But the whole sequence in which the dead body of the son is brought to the bedside of the wounded father by that divine deceiver the daughter, overwhelmed me as one of the greatest ~~[illegible]~~ achievements ever ~~[illegible]~~ attained by any of the arts from Greek tragedy on.

The extraordinarily tangled skein of Miss Dempster's acting, with every

thread sincere and distinct and unlike anybody's else, also quite conquered me.

I hope and believe, that your artistic, financial and spiritual rewards will be very great. They cannot outrun your desert.

Yours very respectfully
Rupert Hughes

David Wark Griffith esq

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

153

January 31st 1934.

International Variety & Theatrical Agency, Inc.,
810 West 42nd Street,
New York City. Attention Mr. Schlesinger.

Re: "One Exciting Night".

Dear Sir:

I enclose herewith Power of Attorney in regards to the above entitled matter.

Very truly yours,

R/GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

119

S. V. & G. P. Heimberger
COUNSELLORS AT LAW
[illegible] SOUTH [illegible]
NEW YORK
TELEPHONE
[illegible]

February
21
1 9 2 4.

Mr. Ranshaf,
130 West 42nd St.,
New York City.

Dear Sir:-

Persuant to our telephone conversation, I beg to enclose copy of a letter written upon the letter head of D. W. Griffith Incorporated, Mamaroneck, N. Y. This letter was written in response to a bill rendered by Rubinstein.

I think an adjustment of this matter should be made and upon your failure to do so, we would kindly request that you send us an appearance for which we will thank you.

Yours very truly,

S. V. & G. P. Heimberger

GPH/CP

PRIVATE OFFICE
RED LION INN
STOCKBRIDGE, MASS.

Feb. 22, 1924

D.W.Griffith
505 Longacre Building
New York.

Dear Sir-

Mrs. Treadway and I thank you sincerely for the honor and privilege of attending the opening of your new picture "America".

The production is certainly the best yet. "The best yet" placing your new picture very high when "The Birth of a Nation", "The Covered Wagon" and the historical productions of the Yale University Press are rated below "America".

Yours very truly,

Heaton S. Treadway

TELEPHONE
MURRAY HILL 100

CABLE ADDRESS
"OSCRICE NEW YORK"

OSCAR PRICE
INCORPORATED
FIVE SIXTY FIVE FIFTH AVENUE
NEW YORK CITY

171

February 24,1924.

Dear Mr. Banzhaf:-

For your information I am enclosing copies of letters which I have sent to Mr. Griffith and Mr. Davison after looking at "AMERICA". It is a great picture no matter from what angle one measures it, and the entire Griffith organization is to be congratulated.

With kindest regards, I am

Cordially yours,

Oscar Price

Albert H.T.Banzhaf, Esq.,
130 W 42nd Street
New York City

TELEPHONE
MURRAY HILL [illegible]

CABLE ADDRESS
"[illegible] NEW YORK"

OSCAR PRICE
INCORPORATED
FIVE SIXTY FIVE FIFTH AVENUE
NEW YORK CITY

171

February 23, 1924

Dear Mr. Griffith:-

Congratulations on your greatest achievement, "AMERICA". It is a call to good citizenship, which I believe will enlist a ready response from Americans -, good, bad and indifferent. Your picture, aside from its technical perfection, is a concrete contribution to your country's welfare, and all good Americans are indebted to you for it.

You are ever setting newer and higher standards for the motion picture industry and my sincere good wishes are with you for continued success.

Cordially yours,
OSCAR A. PRICE

D.W. Griffith, Esq.,
Longacre Bldg.,
1482 Broadway
New York City

P.S. I could not refrain from congratulating Mr. Davison for his practical assistance in the making of this picture.

TELEPHONE
MURRAY HILL 101

CABLE ADDRESS
"OSCRICAN NEW YORK"

OSCAR PRICE
INCORPORATED
FIVE SIXTY FIVE FIFTH AVENUE
NEW YORK CITY

178

COPY

February 22,1924

Dear Mr. Davison:

After viewing Mr. Griffith's wonderful picture "AMERICA" I cannot restrain expressing to you the thought that you have rendered a distinct public service in assuming the responsibility for financing the making of this production, which will go far to awaken the spirit of patriotism so essential in our country in these times. I cannot conceive of any American viewing this picture without experiencing a patriotic emotion that will make him a better citizen.

You assumed a risk but the finished production is destined to be a financial success as well as a potent factor for good citizenship. I congratulate you.

Cordially yours,

OSCAR A. PRICE

George W. Davison, Esq.,
President,
Central Union Trust Co. of N.Y.,
80 Broadway
New York City

TIMES

20 A M U

THE SCREEN

The Spirit of '76.

AMERICA, being the Sacrifice, with Neil Hamilton, Carol Dempster, Lionel Barrymore, Charles Emmett Mack, Lee Shubert, Jean Dunton, Arthur Donaldson, Charles Emmett, Dorothy Cummings, Frank Puglia, Frank Nelson, Frank Bacon, F. A. Scammon, Lionel Barrymore, Albert Ghiardi, W. W. Jones, E. Rosemond, Harry Semels, Harry O'Neill, Cecilia La Vitar, Ruth Hasch, Laura Wolcott, and others; story and dates by Robert W. Chambers, directed by David W. Griffith. At the Forty-fourth Street Theatre.

The showman and the artist are combined to a certain extent in David Wark Griffiths latest film achievement, "America," which was presented with due pomp last night before an extraordinarily interesting gathering in the Forty-fourth Street Theatre. We say, to a certain extent, because in the latter half of this production the artist got the better of the showman and insisted on length, which failing will undoubtedly be remedied by generous cutting.

Mr. Griffith is a stanch adherent to drama in his pictorial efforts, and to him there can be no drama unless there is suspense. To obtain the latter it is necessary for him to cut from one scene to another, then to a third scene and eventually back to the first episode. He proved that he could lift his audience by this means, and in the first half of this picture his methods succeeded like a charm. He has then something of overwhelming interest to give his audience, and they lifted their voices in great appreciation. In the latter reels of this production the villainy of Walter Butler is shown in far too much detail, as is the fighting and also in the striving for a far-reaching effect. Time appears also to be taken to give the orchestra its chance in these episodes, in which undoubtedly the musicians acquitted themselves with marked effect, even to making one think that the film was actually going faster than it was. The death by a mere couple of shots for such a brutal specimen as Butler (Lionel Barrymore) seemed to us much too tame an end. He is one of those blackguards without any redeeming attributes.

But the first reels of this photodrama, which incidentally was sponsored by the Daughters of the American Revolution, are something to be remembered, something greater than even Griffith has ever done himself. Nobody who views this marvelous section of the production will ever forget his rendering of Paul Revere's historic ride. The audience was filled with suspense, as the man on horseback tore down the roads, dodged the British officers, sprang over stone walls and hedges, leaped clean of crashing ravines and ducked in and out among trees. There was subdued joy in the audience when he outwitted his pursuers, and then came clamorous applause when one of the Royalist riders was chucked off his horse, and quick as a flash Paul Revere was shown clearing a far more difficult jump. The chest and legs of the horse were pictured, and with the crashing music the audience possibly reached its highest pitch of enthusiasm over this marvelous sequence.

One could not help being impressed in the scene where the body of Charles Montague is brought into the room where his father is ill in bed. Nancy Montague (Carol Dempster) wants her father to think that her brother died for the British flag, and she takes from an old chest the Union Jack and spreads it over her brother's body, having concealed by manipulations from Dan

[illegible]

[illegible]

[illegible]

"America" Is Vivid, Historically Accurate and Fascinating

D. W. Griffith Scores in Brilliant Presentation of the Sacrifice and Idealism of the Men Who Founded the Nation.

FORTY-FOURTH STREET THEATRE
[illegible]

Nathan Holden ..... Neil Hamilton
Emily Holden ..... Carol Dempster
Mr. Holden ..... Lionel Barrymore
Mrs. Holden ..... Florence Auer
Walter Butler ..... Arthur Maude
Samuel Adams ..... Charles Bunnett Mack
[illegible] ..... [illegible]
[illegible] ..... Arthur [illegible]
[illegible] ..... [illegible]
[illegible] ..... [illegible]
[illegible] ..... [illegible]
[illegible] ..... Frank [illegible]
George Washington ..... Andy Shuey
Captain Jerry Lee ..... F. W. Bonnell
Captain Walter Butler (Blood Surrounds) ..... [illegible]

By ROSE PELSWICK.

I got up and I cheered as those armies appeared, and was swept right along in their swing,
Or was vibrantly stilled at the action that thrilled, with a thrill that few pictures can bring.
There are Washington's troops in the Valley Forge groups; Paul Revere's well-known ride through the night.
And Cornwallis's defeat, with each detail complete; and the British detachment in flight.

There's adventure and youth, and historical truth, and inspiring, emotional force;
Bunker Hill and romance and an Indian dance, swept along in the strength of its course.
One is breathless and stirred at the scenes that occurred and the wars they attempted to stem—
For the basic appeal is that all of it's real, and one lives through the picture with them.

D. W. Griffith presented "America" at the Forty-fourth Street Theatre last night, and with it, presented motion picture audiences with a living, breathing document of the sacrifice and idealism of the men who freed America.

The production is intensely vivid, and historically accurate and fascinating. Mr. Griffith amassed a wealth of detail, and, with comprehensive vision, represented every actual occurence of the period of the Revolutionary War, and wove into it, an appealingly romantic story.

Carol Dempster, with a sympathetic understanding of her part, plays the principal feminine role, with Lionel Barrymore splendidly selected as Walter Butler, and Neil Hamilton, with a good looking profile, cast as Nathan Holden, the young rebel leader. There is a very large cast of actors, each of whom does consistently good work; and the photography to which goes a great deal of the credit, is perfect.

The suffering and defiance at Fort Sacrifice; the battle of Lexington and Concord; the speech of Edmund Burke in Parliament against the use of savages in warfare; the Minute Men at Lexington—every scene is vividly shown. One sees George Washington made Commander-In-Chief of the Continental Congress; and there is the solemn moment of the signing of the Declaration of Independence.

The many months spent in research for the production, have been justified. One is held tense through the innumerably thrilling incidents of the period—all of which Mr. Griffith has taken together, and, with a crescendo of dramatic intensity, combined into one, human, compelling whole.

LIONEL BARRYMORE AND CAROL DEMPSTER.

Reel Reviews

By Don Allen

"See America First" is the best slogan in motion pictures to-day. And to the thousands who saw the latest D. W. Griffith epic-film, released under the name "America" at the 44th Street Theatre last night, the Stars and Stripes should mean more than it ever did.

"America," in our estimation, is the greatest thrill-picture of the season; but when we say "thrill," we have no remembrance of any "getting heated of a cliff" or any of the big mob scenes. For the thrill one gets in seeing "America" is not that sort of a thrill at all. At least it was not to this reviewer. The thrill one gets out of "America" is one that brings every bit of patriotism to the boiling-over point and makes the viewer bitterly hate those who are refusing to give the small band of pioneers on bleak New England shores and down at Valley Forge, the "liberty" they demanded, but were handing them the "death" of the same quotation at the slightest provocation.

The writer has seen many big pictures, but we cannot recall one single instance since "The Birth of a Nation" when we so much desired to give voice to our enthusiasm.

Even at that we gave vent to a few husky cheers when the hungry handful of Americans proved more than a match for the Redcoats. And all around us the hordes of thrill-proof movie critics were sitting high in their chairs so as not to miss a single detail of the great battle scenes being unfolded before their eyes from a strip of celluloid ticker-tape.

All last summer we watched "America," which was made under the auspices of the Daughters of the American Revolution, as it was being impressed upon the screen, and we saw D. W. Griffith giving his very all to each "shot," no matter how trifling or insignificant it might have seemed to us. And now, all pieced together in perfect continuity, some of those "little" scenes stand out as the greatest moments in one of the season's greatest pictures.

D. W. Griffith has done it again!

The director-producer has taken another audience into the palms of his hands and moulded it into a shrieking, cheering mob, just as he did in "The Birth of a Nation;" but in the latter picture there were those who took sides; those who still leaned toward the Southern cause, and those who believe the North was right; but in "America" there is but one side to take, that of the barefoot, hungry little bands who, rising to the alarm spread by Paul Revere, fought as Americans have always fought—for what they knew was right.

And if any true-blue American can sit calmly during that answer to the call to arms he is a stoic, indeed.

And all through the big picture Griffith has tatted in one of those love stories such as only he can weave into an epic-picture. Charmingly dainty as it is, with Carol Dempster one of the participants, it proves just as vital as anything else in the story; just as a Griffith romance always is.

Columbus discovered America, but D. W. Griffith certainly has discovered the romance in "America."

Lionel Barrymore, as always, gave a splendid performance, and the others in the cast, many of them doing but small bits, all should be credited about 997 points out of a possible 1,000.

And as we walked out of the theatre the first thing that caught our eye was an American flag on a building down on Broadway, a'flutter in the night breeze, and somehow, someway it meant far more to the writer than at any time we can remember; and we knew what others had suffered that we might carry on.

By all means "See America First."

Then go see it again to retrieve the parts slithered over during your first visit.

Verily, verily—David Wark Griffith has done it again!

FATHER OF WILL AND WALL

"AMERICA" FILM ONE OF GRIFFITH'S BEST

TELEGRAM

A more fitting time than Washington's Birthday was could not have been chosen by David Wark Griffith for the premiere of "America," shown on the silver screen at the Forty-fourth Street Theatre last night. Not since the "Birth of a Nation" has he produced a noteworthy a film, although it may not be so strikin. In so far as numbers and cats are concerned.

In the first of the "America" pictures, which D. W. has called "The Sacrifice," it is evident the producer's aim is simplicity, but of the quality kind, and sincere. He has more than accomplished his purpose. "America," as a result, is not only educational but inspirational and a revelation as well.

To the student of history "America" will be an inspiration; to the schoolboy it will be an education, and to the man ignorant of the country's early struggles, if such there be, it will be a revelation.

Coincident to the superacting of Carol Dempster, in the leading feminine role, and Lionel Barrymore there showed even more in the settings, indoors and out; in the directing, in the continuity—in the entire picture, in fact—the master hand of D. W. G.

In the manner of present-day movies, a romance is woven through a story that depicts vividly the hardships, the tortures endured by our ancestors so that the foundation of our land could attain the firmness and stability it has now achieved. But the romance, nevertheless, is not out of place—it is of the stanch colonial kind, none of the wishy-washy, blood-and-thunder variety that seems to have become an obsession with several other film producers.

It is the kind of romance that makes you sit back and think how lucky a man and a maid are to be able to do their wooing under conditions as they exist today, free from the roar of cannon, the shots of rifles, the thunder of drums and the shrilling of fifes. And it makes you realize, too, perhaps, that love, after all, is the foundation of all history.

Words hardly can express the appreciation of the first-night audience who saw "America." Among them were members of the Daughters of the American Revolution, who induced D. W. to get Robert W. Chambers to assist him to produce the classic. The army, some of whose men took part in scenes, also was represented.

While the work of Miss Dempster and Mr. Barrymore excelled, others in the cast were not far behind. Neil Hamilton, for instance, played the part of one of the fathers of the country as if he had the job for a long time. And then there were Lucille La Verne, Charles Mack, Louis Wolheim and many others.

By all means, you film fanatics who rave and rant about the wonderful pictures you have seen, see "America" next. Then you'll have a real good reel to talk about—something to brag about.

Miss Margalo Gillmore, now playing in "Outward Bound," suffers as much as any actress with an uncommon name. Gradually it is appearing only in its correct form. The name, by the way, is a childhood corruption. Miss Gillmore was christened Margaret and her efforts to speak her own name resulted in the name she now bears—Margalo. Her parents liked it, so the name adhered.

Walter Hampden gave his 100th performance of "Cyrano de Bergerac" at the National Theatre last night. His large [illegible] the same as on the opening night last November. There is a matinee of "Cyrano" today, taking the place of the midweek afternoon performance usually given on Thursday.

"Abie's Irish Rose"

D. W. GRIFFITH COLLECTION
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GLOBE
FRIDAY, FEBRUARY

ON THE SCREENS IN CITY THEATERS

Griffith Triumphs With 'America.'

The first half of D. W. Griffith's "America," which was flashed across the screen at the Forty-fourth Street Theatre last evening, represents by all odds the most thrilling and satisfying motion picture entertainment in the city. It is interesting not only because its subject matter is inspiring, but because it has been produced with a bit of the sweep and fire and fine indignation that spurred our forefathers to the signing of their declaration of independence.

In this crowded first half of "America" there is achieved some of the spirit of the Revolution. It shows the mounting discontent, the gradual rise of the spirit of rebellion in America. It traces the story of our independence from the picturesque days of the aristocrats of Virginia, with their myriad servants, their cool, stately mansions and their heritages of English court life—while in the North Boston was growing into a city in which seeds of discontent were being sowed by patriots.

In this first half of "America" there is also painted the oppressive court of King George III, of England, the center of the discontent. There is shown the beginning of the strife at Lexington, where seventy-seven rebels were shattered by 800 of his Majesty's soldier. Paul Revere makes his famous ride. The Battle of Concord, where the Red Coast first turned their backs, is fought, and Bunker Hill; the signing of the Declaration of Independence is the last event pictured before the intermission.

Up to this spirited scene, we repeat, "America" is a masterpiece of the screen. This part of the film is Griffith's real birth of a nation; and as far as we know has never been excelled in the films, either on aesthetic grounds or on the grounds of pure emotional values. It is a tremendously excitink adventure; naturally it would be, perhaps, as it is a picturization of the most exciting true story in the world.

Thereafter, however, "America", seemed to become only an exceptionally thrilling, brilliantly directed movie. It seemed to have lost some of the revolutionary fire of the first half. A little of it was a bit cheap, in addition. Taken alone, perhaps, it would be a fine thing, but following the glorious beginning it suffers. We are willing to admit we are totally unable to put our finger on its exact malady.

In reflecting on the excellence of the film as a whole, however, it would be the height of pedantry to carp because it loses interest a bit toward the end. Griffith lit the patriotic fires in the first half; and their dramatic warmth is sufficient to last throughout the evening. "America" is so good it would make even a free verse poet proud to be a citizen.

Primarily the picture is historical narrative. However, it also tells a pretty love story of a young Yankee lad, and the daughter of an old Virginia aristocrat, who sympathizes with the King. The story is admirably interwoven with the spectacular elements of the film. The lovers are played by Carol Dempster and Neil Hamilton. Both give admirable and moving performances.

The picture reflects untold credit on Mr. Griffith. Artistically it is undoubtedly his highest achievement—with the possible exception of "Broken Blossoms." In the matter of spectacle he has exceeded it several times. He has never exceeded it in the matter of spirit and beauty. The photography and the composition of the individual scenes are superlatively good.

Fully a score of the performers distinguish themselves, and the types chosen for the characters of history are admirable. The picture reaches its highest peak in the ride of Paul Revere. Here is a stirring picturization—it is even more exciting than the battle scenes. Not only that but it contains the most beautiful photography and scenery in the entire film. Every view of the ride resembles a painting.

"America" as you've doubtless guessed by now, is decidedly something to see.

On the Screens

"America" One of the Greatest Stories Ever Put on Screen, Critic Says

By Harriette Underhill

"America," D. W. Griffith's picture of the Revolutionary War, or rather of sensational events occurring during the Revolution, opened at the Forty-fourth Street Theater last night. Robert W. Chambers wrote the story and the titles and the only thing we can hold against him is the title of glorifying "Come Across Brant." For when the intermission came we declared to all who would listen, "that is the greatest story that ever has been put on the screen." Everybody else was busy, too, saying the same thing to his neighbors, and with an unwanted unanimity of opinion, critics seemed so sure another and lay down as the lion and the lamb will do when the millennium approaches.

The second half of "America" cannot compare in any way with the first, but its faults cannot impair the memory of that first great half when Paul Revere takes his famous ride. This to us was the greatest screen thrill of all our experience.

And for those who have stood out for a little private romance mixed with historical drama, as we have done, "America" is a great vindication. Without in any way interfering with the historical accuracy or detracting from the enormous appeal to patriotism which the picture makes, Mr. Griffith has woven in his picture a beautiful but never cloying love story acted by two young persons who deserve the highest praise.

Carol Dempster comes first because for years we have been watching her act and it always has seemed to us that she never lifted a finger or dropped an eyelid without waiting to hear her master's voice. But in "America" comes her great emancipation. She acts simply, sincerely and touchingly, looking perfectly beautiful all the time.

Neil Hamilton, who plays the hero, Nathan Holden, is just about too good to be true. There are mighty few like him. Let us see a lot of that boy, is what we say.

Charles Emmett Mack, too, is excellent in an important part, which is quite different from anything he has done before.

There is nothing incongruous in the love story which is told in this Revolutionary picture. The heroine, Nancy Montague, is the daughter of a Tory and herself a hotheaded Tory until she learns of the horrible brutalities of Captain Walter Butler and his Indian warriors. She loves one of the Minute Men, a bold and handsome youth, who becomes a captain. At no time, however, do his exploits strain any one's credulity. The two are just any two lovers starting out with different ideals and being drawn together through the agonies of war.

We doubt if the greatest scoffers can find anything to hold up to ridicule in the story which Mr. Chambers has fashioned. That is in the first half of the picture. In the second half Mr. Griffith's enemy begins to whisper at his elbow—successfully, too, we believe. What this enemy said was: "Suspense—hold your spectators in suspense. Make that scene longer—keep going back to it—make your characters suffer a lot, and your spectators will suffer with them." Only they didn't! We are quite sure that we were not the only person in the theater who got nervous and cross and tired when the scenes of sensual revelry were dragged out interminably, and when the young captain remained to comfort his sweetheart when he should have been dashing across the country warning the people of Butler's advance. This, then, is our grievance; but in spite of it "America" is a great picture—one of the greatest.

Lionel Barrymore approaches greatness, too, in his portrayal of the villainous Walter Butler. Louis Walheim is fine as Captain Hare, and so is Riley Hatch as chief of the Mohawks, Brant. Patrick Henry and George Washington are well done by Frank Walsh and Frank McGlynn jr. It would be impossible to mention the names of all those who deserve honorable mention, for the cast is large and its work is excellent. There is not a single part which is not well played.

Some one complained that it was pretty expensive if one saw all the pictures which the critics recommended, but we still must say, "Do not miss 'America.'"

Russian Violinist Makes Public New York Debut

D. W. GRIFFITH COLLECTION
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NEW YORK EVENING JOURNAL America's Greatest

Emotional Motion Picture Audience Saw Thrills in "America"

Paul Revere's Ride, Exciting Battles and Love Scenes Stirred Spectators.

By ROSS FELSWICK.

Children whistled and shouted; flappers cheered; men and women laughed, wept and applauded. Paul Revere jumped over hedges and fences, dashed through towns, galloped over roads and rivers; Lexington was warned—and an emotional motion picture audience saw the thrill of a nation.

"You see," said D. W. Griffith, who was standing in back of the theatre, watching the reaction of his latest picture, "America," upon the audience, "what appeals to everyone, always, is romantic sweep of action. And the beauty of romance—all romance—is that it is based on truth. Every incident in this picture is taken from fact—and it is by sheer, compelling force of fact, that the theme becomes romantic."

The story unfolded on the screen. Carol Dempster, with the piquant, wistful expression of all Griffith heroines, went through a love scene with Neil Hamilton that, by its delicacy and restraint, brought sighs from the audience—sighs and tears and memories that no hectic desert drama love scene ever could bring. A throbbing silence settled over the men and women in the theatre. Girls gazed wide-eyed and rapturously at Hamilton, whose profile, breathless reader, justified my standing up through the entire picture.

A lilt of martial music. Hamilton jumped on his horse and rode away. Carol looked out after him and smiled tremulously. People sighed and stirred in their chairs. Mr. Griffith smiled.

"Talk about magnificent sets—Paul Revere's ride—thrilling battles—why, all the excitement in the world won't stir an audience like one good love scene. Every man and woman in the place imagines himself or herself in the place of those two on the screen. The appeal of motion pictures, anyway, is the self-vizualization of the audience. The men may have imagined themselves in the thick of the battle. The women may have thought of themselves as staying home and waiting. But each one of them thought more about themselves being re-united after it was all over."

More military music. War! Children stamped on the floor and yelled. Like a roaring avalanche, scene after scene bore down in rapid and overwhelming sequence. Battle-fields, powder, bugles, agony, humor—like the vibrations of a violin—each bit of action thundered or trembled.

Heroism. Sacrifice. Her brother was wounded. Women wept audibly. Men furtively dabbed at their eyes and acted as if they had a cold, in the manner of all men. An Indian dance. Tomahawks. Brutality. The American troops dashing to the rescue. Cheers and excitement. And then—Carol and Neil united again—looking into each other's eyes——

There was silence in the theatre. Mr. Griffith gripped my arm. "Look at the people. There again is what I told you about a love scene. It is—it is——" His voice trailed off as he, though he had directed the picture himself, was lost in the spell of the moment.

And I couldn't answer him. Spring was in the air. And there's something about a scene like that, you know——!

ARTHUR DEWEY AS GEORGE WASHINGTON AND CAROL DEMPSTER, IN D. W. GRIFFITH'S "AMERICA."

NEW YORK EVENING P

"AMERICA" SPLENDID HISTORICAL PICTURE

Griffith's Story of Revolutionary War Days Stirs Spectators To Enthusiasm

PAUL REVERE'S RIDE THRILLING

David Wark Griffith has produced another splendid motion picture. It is called "America." He showed it for the first time last night at the Forty-fourth Street Theatre. His audience was mightily pleased. It was an audience composed largely of people of the screen, the stage and of public life, of people used to first nights; yet they burst into frequent applause and at times raised their voices in enthusiasm.

The film is a typical Griffith picture. It abounds in faithful photography, in big scenes directed wi'. minute attention to detail, and in all the little touches which have come to be associated with Griffith since the production of his first ambitious work, "The Birth of a Nation." Even the incidental music is in Griffith character, abounding in the deliberate discords and wailing sounds with which he is wont to accompany his scenes of strife.

The story of the film is the story of the American Revolution threaded upon the love tale of the daughter of a stanch Britisher, a Montague of Virginia, for Nathan Holden, a rebel of rebels from Massachusetts. The part of the young lady is played by Carol Dempster, a very capable actress who screens splendidly, but who does not control the smile in her eyes. Often the glitter of laughter is in them when her other features are set for pain or horror. Neil Hamilton plays the hero well.

Other important members of the cast are Lionel Barrymore, who struts the villainous role of Captain Walter Butler, a Britisher of the North who is so wicked that he lacks a single wholesome feature. He fights hard only when there is nothing else he can do. Then there is Louis Wolheim, ugly and hairy, who plays Captain Hare, a sort of Beelzebub to the Satan of Barrymore; Sidney Deane as Sir Ashley Montague, the father of the heroine; Arthur Dewey, as George Washington, and Harry O'Neil as Paul Revere.

It is O'Neil and his white-faced chestnut, a noble animal, who furnish the outstanding thrill of the picture. Never in filmdom has there been quite such a perfect spectacle as "The Midnight Ride of Paul Revere" as done by O'Neil and his horse—the horse must not be forgotten—under the direction of Mr. Griffith.

The film is the first of a series to carry on through American history up to the present day.

The scenario and titles of the picture are the work of Robert W. Chambers.

HERALD

THE NE

MOTION PICTURES

By ROBERT E. SHERWOOD

"AMERICA"—Directed by D. W. Griffith. Story by Robert W. Chambers. With Lionel Barrymore, Arthur Albertson, Carol Dempster, Bill Hamilton, Charles Bennett, Mack Arthur Brown, Leslie Williams, Riley Hatch, Lucille La Verne and many others. At the Forty-fourth Street.

Listen, Mr. Griffith.

In D. W. Griffith's new picture, "America," at the Forty-fourth Street Theater, is perhaps the most thrilling episode that the silent drama has ever achieved. It is the midnight ride of Paul Revere. For spectacular dash coupled with tremendous historic significance, the movies have never known its equal.

There have been notable instances of horsemanship on the screen before—but never one like this. Harry O'Neil, who impersonates Paul Revere, has outclassed Bill Hart, Tom Mix and all the rest in one wild ride. And there must be mention of his splendid mount, which seems to sense the epic importance of the occasion. In every beat of this horse's hoofs resounds the Battle Cry of Freedom.

We have never heard such applause in a movie theater as that which acclaims Paul Revere and his fiery steed. It is applause well earned.

In this instance, the Griffith formula has been reversed. Revere's magnificent ride comes at the very start of the picture, instead of at the finish. Usually, Mr. Griffith saves his horses for the climax, as he did in "The Birth of a Nation," "Intolerance" and "Orphans of the Storm." It is safe to assume that, if D. W. Griffith had staged the revolution, he would have forced Paul Revere to wait a few years.

It's too bad he didn't. For, after the battles of Lexington and Concord, "America" resolves itself into a mammoth and thoroughly lamentable anticlimax. There are subsequent moments of greatness—notably in the scenes at Valley Forge—but the general trend of Mr. Griffith's spectacle is down-hill. The later reels are incoherent and wearisome and the finish extremely flat.

Turns History to Fiction.

During the course of "America," Mr. Griffith turns more and more from history to fiction. At the start he introduces a number of characters who are obviously destined to carry the story with its incidental love interest. For a while these romantic people do not intrude too heavily upon the vastly more called upon to play a part. But their prominence increases steadily, and in the latter half of the picture George Washington has faded into the background to make way for Miss Carol Dempster. Which is unfortunte.

Miss Dempster has never seemed to us to be worthy of the Griffith tradition, which has produced such actreses as Lillian Gish and Mae Marsh. She has all the requisite tricks at her fingertips and she is liberal in her use of them. But she lacks the inward fire without which these tricks can not seem credible. In "America" Miss Dempster gives a very uneven performance. There are times, particularly in her more sorrowful moments, when she seems to grasp the point for which she is so obviously reaching. There are other times when she doesn't come within hailing distance

Bill Hamilton, to whom is intrusted the lion's share of the work, is excellent throughout. He is serious, manly and straightforward, and he is utterly unaware and unaffected. Here, it would seem, are the makings of another and somewhat more formidable Richard Barthelmess.

Plenty of good acting.

There is plenty of good acting in "America," in the humblest as well as the most prominent roles. Charles Bennett Mack has a few fine minutes and Frank Mellorn, Jr., gives a brief but striking picture of Patrick Henry. On the roll, Neville Anderson, Louis Wolheim, James Mielly and Lucille La Verne are the best. Lionel Barrymore is the arch-villain of the piece and a substantially villainous villain he is.

The story of "America" is credited to Robert W. Chambers, although "credited" is not the happiest word to use. Starting with the agitation which led to the Revolution, it goes through Lexington and Concord, on through Valley Forge, and ends with the surrender of Cornwallis at Yorktown. There are side excursions into the House of Commons and the Court of King George III.

Most of the action takes place in the upper part of New York State, where the British and the Indians waged their most ruthless warfare on the farmers until they were checked by Morgan's raiders. All this portion of the picture is so completely involved that it is almost impossible to follow the tenuous thread of the narrative. Indeed, it is frequently difficult to distinguish between friend and foe.

The battle scenes are not nearly so effective as those in "The Birth of a Nation," which Mr. Griffith staged ten years ago. It seems that the art of movie warfare has progressed but little since then.

There are, however, plenty of scenes in "America" which reflect the erratic genius of D. W. Griffith. Many of them are beautiful and impressive.

The picture at the Forty-fourth Street Theater is evidently the first of a series, which will ultimately carry Mr. Griffith through the entire course of American history. We hope that next time he selects a war in which the punch is delivered at the finish.

BOOKING 'TEN COMMANDMENTS'

Famous Players-Lasky Corporation booked Cecil De Mille's "The Ten [illegible] now playing New

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Law Offices of M.E. Harby

National Bank of Commerce Building
Thirty-One Nassau St. New York

February 23, 1924.

Albert H. T. Banshaf, Esq.
130 West 42nd Street
New York City

Dear Mr. Banshaf:

Mrs. Griffith did not return from California as I expected, so the whole Harby family used your America tickets. You and Mr. Griffith have our united enthusiastic thanks. I could write pages of praise. Let me however make a few suggestions:

While I was enjoying that photo play the thought occurred to me that Mr. Griffith showed that he was a master and that he knew and did not have to be told that America was a certain and supreme success.

Did it grip me? It did.

Did it make me weep? Almost.

Did it arouse my fighting blood? It did.

Did it make me hate the British? Not at all, they fought too beautifully and bravely. The house of Burgesses, as I saw it acted, was more impressive than the reproduction. The enormous significance of it did not appear. Perhaps a proper head note would be justified. Patrick Henry's speech was too incidental; it was overshadowed by the showy action of other parts. Perhaps this would not appeal to the melting pot public or those who wait for blood and thunder, but people like you and me know that Patrick Henry helped get going the spirit of resistance.

I have another thought. It is that just now there is being played up by a good part of the press an appeal to patriotism. The oil scandal, Wilson's death, the coming campaign, make people think daily of their country as really theirs. Mr. Griffith ought to utilize this sentiment and distribute America <u>now</u>, not <u>after</u> a New York run of a year. I think the slogan, "Played in New York for a year" has lost effectiveness. People cool off quickly. A year or so from now the fad even for history of our own country may disappear.

As for publicity - I hope you have a man or a number

of men who have an intellectual capacity for anticipating a development of public patriotic interest. "See America first" suggests a Cook's tourist or railroad company or scenic park slogan. It is not dignified enough for this picture. "Give me liberty or give me death", and "If that be treason make the most of it", mean something. The photo play is an answer to Butler's boast, "Americans won't fight"; such phrases would attract my own attention directly.

Trevelyan's work on the American Revolution suggests another thought. It is that the Americans were Englishmen fighting for an Englishman's home against Hessians as well as Royalist troops. In England at least I would stress that. They believe there that Englishmen never will be slaves even to Englishmen and certainly not to Hessians. There and perhaps here a short flash showing Washington's family home in England and his home here might attract. I am sure that in various places in this country Patrick Henry's Irish home, that is the home of his forbears, would find admirers.

As you can see I am intensely impressed by America and perhaps I am suggesting to add two hours to the time required for the production. If everyone gets to thinking about it as I do its success is settled. As it is I think everyone agrees that a triumph is undoubted.

When Mr. Griffith appeared on the stage I cheered with the rest. I would have liked to see at the end, under the title "Fruits of victory", Washington, Lincoln and Wilson, not in action, just in portraiture. I am sure that the house would see the point.

Sincerely yours,

M. E. Harby

February 23rd 1924.

Messrs. S.V.& G.F.Heimberger,
787 Seventh Ave.,
New York City.

Gentlemen:

Enclosed herewith please find Demand for Bill of Particulars and Answer in the case of FARRAR vs. D.W.GRIFFITH INC.

Very truly yours,

GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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Fol. 1. MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN-THIRD DISTRICT.

- -x

VINCENT FARRAR,

Plaintiff,

against

D.W.GRIFFITH INC.,

Defendant.

- -x

SIR:

YOU WILL PLEASE TAKE NOTICE, that the Defendant, D.W.GRIFFITH INC. hereby demands that the Plaintiff serve upon the undersigned a Bill of Particulars of the Plaintiff's

" 2. alleged claim embracing the following:

1. The names of the agents and servants of the defendant at whose alleged instance and request Plaintiff's assignor is alleged to have rented to the Defendant, its agents and servants, the camera in question.

2. The name of the agents or servants of the defendant in whose possession the camera is alleged to have been and also the names of the agents and servants of the de-

" 3. fendant who are alleged to have used the said camera, as alleged in Paragraph "Third" of the Plaintiff's complaint.

Dated: February 23rd 1924.

ALBERT H.T.BANZHAF,
Attorney for Defendant,
Office & P.O.Address,
130 W. 42nd Street,
Boro of Manhattan,
City of New York.

TO:

S.V. & G.P.HEIMBERGER,
Attorneys for Plaintiff,
727 Seventh Ave.,
New York City.

MUNICIPAL COURT, CITY OF NEW YORK
BORO OF MANHATTAN; 3rd DISTRICT.

- - - - - - - - - - - - - - - - - - - -

VINCENT FARRAR,

Plaintiff,

-against-

D.W.GRIFFITH INC.,

Defendant.

- - - - - - - - - - - - - - - - - - - -

A N S W E R

- - - - - - - - - - - - - - - - - - - -

ALBERT H.T.BANZHAF,
Attorney for Defendant.
Office & P.O.Address,
130 W. 42nd Street,
Boro of Manhattan,
City of New York.

Fol. 1. MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN - THIRD DISTRICT.

- -X

VINCENT FARRAR,

plaintiff,

-against-

D.W.GRIFFITH INC.,

Defendant.

- -X

" 2. The defendant, by ALBERT H.T.BANZHAF, its attorney, answering the complaint of the plaintiff:

FIRST: Denies so much of Paragraph "First" of Plaintiff's Complaint as alleges that it is a Corporation duly organized under the laws of the State of New York.

SECOND: Denies each and every allegation contained in Paragraphs marked "Second and Third" of Plaintiff's complaint.

THIRD: Denies each and every allegation contained in Paragraph marked "Fourth" of the Plaintiff's complaint,

" 3. except that it admits that it has refused to pay plaintiff the sum of One hundred twenty-five ($125.00) Dollars;

FOURTH: Denies that it has any knowledge or information sufficient to form a belief as to the allegations contained in Paragraph marked "Fifth" of Plaintiff's complaint.

W HEREFORE, defendant demands Judgment against the plaintiff that the complaint be dismissed besides the costs and disbursements of this action.

ALBERT H.T.BANZHAF,
Attorney for Defendant,
Office & PO. Address,
#130 W. 42nd Street,
New York City.

STATE OF NEW YORK }
} ss.:
COUNTY OF NEW YORK. }

ALBERT H.T.BANZHAF, being duly sworn, deposes and says: That he is the Secretary of D.W.GRIFFITH INCORPORATED, the defendant in the above-entitled action, that he has read and knows the contents of the foregoing Answer; that the same is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true. Deponent further says that the reason why this verification is not made by the party and is made by him is that the defendant is a foreign corporation; and the sources of deponent's information and the grounds of his belief as to all matters not therein stated upon his knowledge are as follows: Conversations had with the agents and servants of the defendant and also through deponent's capacity ~~of~~ as Secretary of the defendant corporation.

Sworn to before me this }
23rd day of February, 1924. } Albert H T Banzhaf

Robert C Richter

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 452
New York County Register's No. 4337
Commission expires March 30, 1924

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. F. RANSHAF, Secretary
J. C. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February 23rd 1924.

Report of laboratory work done during week.

Tests	Releases	Samples	Negatives.
America	21099		
Way Down East	36354		
Birth of A Nation	290		
Mother & The Law	251		
Love Flower	7416		
Womans Secret	916		
Picture U-7		12769	9871
	66326	12769	9871

Positive stock used

Eastman	32868	
Agfa	45227	78095

Negative stock used

Eastman 9871

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February
Twenty-Fifth
1924.

Mr. A. H. T. Banshaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banshaf:

Enclosed herewith I am sending you letter received from Mr. F. A. Beach. This is most erratic and plainly proves to me that the United Artists are taking every advantage possible of our account. Unless this account is paid, I am going to present it to Mr. Griffith personally, as it is nothing more than taking advantage.

The discount mentioned in their letter is what we have had to pay to have their acceptance discounted and should be paid by them -- the same as is done by us when other concerns discount the acceptances we send out in the payment of bills.

Very truly yours,

Chas. T. Tobin

Asst. Treasurer,
D.W.GRIFFITH INC.

105A

February 25, 1924.

Mr. L. Schlechter,
7 East 42nd Street,
New York City.

Dear Sir:

Sometime ago Mr. Scholl wrote to Mr. Edwards regarding a royalty proposition on the patent which Mr. Scholl has applied for on behalf of Mr. Griffith.

Will you and Mr. Scholl kindly come in and see me sometime relative to this matter so that I may get your ideas as to what such a royalty should be. If you will advise me as to when you can come, preferably any day before 12 o'clock, I will be glad to keep such appointment.

Very truly yours,

MH TB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

THE ALLIED ARTISTS CORPORATION, LTD.
Grand Parade Street,
London, W.1.

February
25th
1924.

A.G. Berman Esq.,
THE ALLIED ARTISTS CORP, LTD.
729 Seventh Avenue,
NEW YORK CITY

Dear Mr. Berman,

ENGLISH REPORT

1. Nothing out of the ordinary took place in the operation of our Offices this week.

2. No changes made in the personnel.

3. As previously advised, the Expenses are kept on a monthly basis.

4. The total business from each of the Branches was as follows:-

Birmingham	£ 10. 0. 0.	
Cardiff	643.10. 0.	
Glasgow	199. 0. 0.	
Leeds	569. 0. 0.	
Liverpool	371. 0. 0.	
London	565.14.10.	
Manchester	763. 0. 0.	
Newcastle	148. 0. 0.	
Ireland	355.10. 0.	
		£3624.14.10.

The total Cash Collections for the week amounted to £6329. 1. 3.

5. The Dock Strike which started a week ago is still on and might be settled this week. The incoming mails from America were held up for one week and all your letters were not received until to-day. The exhibitors sure had the wind up and there was strong talk that the Strike would spread to other transportation.

THE MUSEUM OF MODERN ART FILM LIBRARY

6. On looking over the returns from each branch, you will note that London, Glasgow, Newcastle and Birmingham did very badly. As regards London, our travellers were all taken ill with influenza and were unable to go out and get business, being confined to bed. Mr. Leonards was the only one able to go ahead and he did very poorly. He tells me that he is encountering serious difficulty in getting prices on ROSITA and A WOMAN OF PARIS, and naturally, rather than take a poor price, we have passed the town up for the moment and will go back again a little later in the hope of raising them to the price we should get. Leonards hopes to make up this week for his poor showing last week, and in addition to this in London, one of our travellers returned this morning and is going out to get business in spite of the fact that he has not fully recovered.

As regards Glasgow, we will endeavor to get first run on A WOMAN OF PARIS and I am earnestly praying that tonight's opening at the Tivoli will go over with a bang which will make the exhibitors keener, in fact I am very anxious to get A WOMAN OF PARIS into the Colisseum, Glasgow. The Directors of the Moss Empires, have promised to see the picture at the Tivoli and I feel sure there is a pretty good chance of getting it in if, as stated before, the picture goes over big and receives favourable notices.
Likewise here in Glasgow, we are encountering big difficulties in getting prices and have repeatedly turned down prices coming in. This naturally cuts down the total business from this Branch, but still what's the use of trying to rush a thing and then afterwards feeling sorry.

As regards Newcastle, I have very little to say in defense of Mr. Middlebrook and have just reached the end of the rope with him. We have been negotiating with George Black for two weeks regarding ROSITA and A WOMAN OF PARIS for Newcastle, South Shields and Sunderland (which latter theatre he has taken over). Mr. Black will not book one theatre without the other, and while the price in Newcastle is not bad, it is very poor for the other theatres and we naturally cannot accept same. We are still battling away with him and are trying to wear him down so that he will agree to give us a fair price. Until first run Newcastle is fixed, it is very difficult to book the other towns, since George Black always insists upon playing ahead of any other town nearby him. Furthermore it is to our advantage to have him play first, for the reason that he exploits a picture very well with the result that it turns out to our benefit for subsequent runs.

Regarding Birmingham, the results this week are very disastrous. Mr. Birley, the new Manager, sent in quite a number of contracts which we had to reject as prices were below those received on previous pictures. Naturally Mr. Birley has a very hard task to follow Mr. Carr as he was a great price-getter. I am carefully watching the position at

Week ending Feb. 23rd, 1924.

Birmingham and am having Carr go up there tomorrow to see just what the difficulty is with Farley.

I wish to assure you Mr. Herman, that I do not propose to let any one branch fall down for any length of time because I quite realise if one of them fall down, it affects the total gross of the Company, which for the week just ended, I regret to say, was poor and a record that I am not at all proud of. While Manchester did $750, this amount was very disappointing for the reason they had practically this sum at the beginning of the week, but Mr. David Carr, the Manager was taken sick and Mr. Gavell the traveller there, had a death in his family and was likewise away.

Taking it all in all, the brakes were against us, but this makes us all the more determined to make up this week, and I am certainly not going to leave anything undone to accomplish this. I do wish the Strike would be settled for it has thrown many people out of employment and increased the cost of food, and above all, making the exhibitors very panicky. The Premier, Mr. McDonald, has taken a hand in the matter and I believe that something will be satisfactorily arranged within the next day or so. However, we are proceeding in all respects as if nothing had happened and are taking no notice whatsoever in the hope of making this week a good one.

Last week was a good week in respect of played and earned. This amounted to $7086. O. O. and I am of opinion that succeeding weeks will be good in this respect, for as advised you already, I am constantly driving away at the boys to get the earliest dates possible, bearing in mind of course that we must not sacrifice price for dates on our big pictures.

Kindest regards.

Yours sincerely,

M. Silverstone

MS:ER

F WYNNE JONES
1476 BROADWAY
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE FILM DAILY
The BRADSTREET of FILMDOM
The RECOGNIZED AUTHORITY

VOL. XXVII No. 48 Monday, February 25, 1924 Price 5 Cents

AMERICA

By DANNY

The genius of Griffith. The return of the Master. A tremendously big picture in many ways. And yet, when the end came—abruptly, unexpectedly—something was missing. What was it?

Box office value "America" has. Griffith the showman saw to that. And fought Griffith the artist to a standstill. There is much of showmanship; of box office value in the picture. That the newspaper critics raved over the ride of Paul Revere is natural. That the crowd was thrilled with it quite in keeping with what DW intended. And got.

But where was the grandeur; the epic value of the theme—the greatest in American history? Left to the melodramatic touches of the villain Butler, and his renegade Indians? Is that all Robert Chambers could find?

Where was DW's showmanship in not showing the blood stained tracks of the soldiers at Valley Forge? Colored processes are numerous. A touch of crimson blood on the white snow would have been supremely effective. And where was that great possibility of the camera—Washington crossing the Delaware! And where the reproduction of that famous painting, "The Spirit of '76"? with the tattered trio with fife and drum?

Of course the theme is tremendous. Of course no one—even DW—could, in one night, show the real birth of this nation. And so much had, of necessity, to be thrown away or forgotten. But that so much footage should be wasted on Walter Butler and his villainous crew, seems a pity, when there was so much more important matter to be considered.

"America" is big; is important. It will not have the life and sustaining power of "The Birth of a Nation," but, when cut, it has big possibilities at the box office. The witchery of the Griffith photography is again enthralling. Some of the shots are superb. What effects; what results he gets! And he can be thanked also for finding Neil Hamilton, his leading man. Hamilton will be heard of further.

"Douglas MacLean is a masterful manufacturer of mirth" says the Boston Advertiser. "In 'The Yankee Consul' he gets a laugh a minute out of you." This great hit is distributed by Associated Exhibitors.--Advt.

Peekskill "Blue" on Sunday

(Special to THE FILM DAILY)

Peekskill, N. Y.—The village board has turned down a petition filed with President Jordan and the trustees to have a referendum as to whether Sunday shows should be allowed in Peekskill. Theaters will remain closed Sundays as heretofore.

Seek Sunday Shows in Elizabeth

(Special to THE FILM DAILY)

Elizabeth, N. J.—Petitions calling upon legislators at Trenton to oppose legislation prohibiting Sunday shows have been distributed by the Boosters' Club, a civic organization, to all retail stores. Thousands of signatures have already been affixed.

Acord Series for State Rights

Art Acord is making a series of westerns for state rights distribution through the Madoc Sales Co. Two have already been completed.

Grainger Leaves for Coast

James R. Grainger left for the coast on Saturday. He will visit Goldwyn-Cosmopolitan exchanges en route.

Everybody's stepping out. March 29. T.N.T. At the Astor.

B. & K. Show $1,048,946 Profit

(Special to THE FILM DAILY)

Chicago—The report of Balaban & Katz Corp. for the six months ended Dec. 20, 1923, shows operating profits were $1,048,946, from which $106,956 were deducted for depreciation and $106,713 for Federal taxes, the net income being $734,937, equivalent after preferred dividends, to $2.40 a share on the common stock, or on an annual basis of $4.80 a share.

The company is erecting a large theater at Broadway, Lawrence and Magnolia Aves., and will have a long time lease on a theater which will be part of the new Masonic Temple on Randolph St.; also a long term lease on a house at 63rd and Kedzie, now in construction by Fitzpatrick & McElroy.

Plan Test on "Merchant's Nights"

(Special to THE FILM DAILY)

Cleveland—The Cleveland M. P. Exhibitors' Ass'n will stage a test case of "Merchant's Night" assailed by local police as a lottery. Exhibitors claim that patrons buy admission to a theater, not a lottery ticket. If they want to give away something extra in addition to the picture show for which the patron paid, they are within the law. Local police have stopped all "Merchant Nights."

Ray's Next

Expected to Return to the Type of Picture Which Made Him a Big Box Office Success

Negotiations are understood to be under way which will result in Charles Ray returning to the Coast in the early future to resume productions for the coming season.

If plans discussed are completed it need not be surprising to find Ray returning next season in a series of the type which established him as a big box office bet, but which, when changed, led to a reversal of opinion by fans generally.

He will not undertake another big spectacular production such as "The Courtship of Myles Standish."

"Commandments" in London

(Special to THE FILM DAILY)

London—"The Ten Commandments" will open at the Pavilion March 17, succeeding "The Covered Wagon," which closes at that house on the 15th.

(Special to THE FILM DAILY)

Boston—"The Ten Commandments" will open at the Tremont, March 10.

No Deal in Phila.

Fox Still Retains Theater There—Some Pictures to Be Interchanged

There has been considerable discussion in the past few days relative to the situation existing between the Stanley Co. and the Fox interests in Philadelphia. It has been reported that the Fox house has been sold to Stanley and that the first-run situation in Philadelphia has again become a closed one.

Saul Rogers, general counsel of Fox, stated on Saturday that reports of the sale of the theater which opened in the fall were ridiculous. "There has been no change of ownership," he said, "and none is contemplated."

Last week the Fox theater for the first time since its opening played a Paramount picture, "West of the Water Tower." The flood of reports arose largely from that fact. Rogers explained that the Stanley organization often found itself with more pictures on hand than it could show and that, when such a situation arises and whenever possible, a switch in bookings will be made to the Fox theater. This will work the other way as well. It is probable that not more than six pictures will be interchanged in this manner throughout the year.

The grill that comes once in a year's time. T. N. T.

MRS CHARLES WHITE MASH
STATE REGENT
EIGHT LAFAYETTE STREET
ALBANY, NEW YORK

February 28, 1924

D.W. Griffith, Incorporated
Mr. D.W. Griffith
305 Longacre Building
New York City

My dear Mr. Griffith:-

Since writing you just before the first showing of "America" through your courtesy I have had the very great pleasure of witnessing that production and it is difficult, since words fail, to express my appreciation of this very wonderful piece of work you have accomplished. For beauty of detail and artistry in photography the scenes are unsurpassed and certainly nothing of imagination nor fiction could be more thrilling than certain parts of the production.

Of course the newspaper critics have told you, perhaps, much of what I wish to say, but in spite of that may I make a suggestion or two based upon my thoughts the night I saw the picture and from comments I have heard from many Daughters of the American Revolution and others who saw it? But before making criticism, may I tell you how delighted I was with the beautiful scenes you made of those dramatic events, the Patrick Henry speech, the signing of the declaration, the appointment of Washington as commander-in-chief by the Continental Congress and the development of the decisions by the people of that day as to which side they would espouse. The Valley Forge scenes could not have been conceived with a greater sense of the grandeur of sacrifice. These seem to be carrying out in a much greater way than I could myself imagine the suggestions as outlined by me in my letter sent to the Committee on Public Relations on August 21, in response to your first presentation of the matter.

Perhaps had our committee of contact, as I have called it for want of a better name, been appointed as was desired we could have worked with you to greater advantage in the elimination of some of the picture, which seems to meet with the most criticism. That criticism is the undue length given to the Indian warfare in the Mohawk valley. I think this portion of the picture would be strengthened greatly by somewhat of suggestion rather than so great length of detail. Many have found the scene at Ashley Hall, where the camp women were called in, too long and somewhat repulsive. A letter reached me only this morning asking that this scene be eliminated. While, of course, all these things were true, I think the greatness and beauty of the picture would be enhanced were these shortened considerably, the camp women scene left out and just enough of that part given to show that the Indian allies of the British under Walter Butler got

beyond his control.

The battle scenes were quite wonderful. The length given to the attacks on Fort Sacrifice might be shortened, as the length of these seemed to be something of an anti-climax. From the viewpoint of thrills, one was held in suspense too long.

When this play was suggested, it was with the desire to be free from the appearance of propaganda. Even as it is, it appeared to me as quite remarkable in that, although it depicted our great struggle with our mother country, England, there was nothing that aroused a feeling of antagonism against the English, who were our opponents. It left one with a feeling rather of pride in our own patriots after the manner of good sportsmanship. This is the true greatness, I think, of the picture and it can therefore be a wonderful power in the right direction which, I believe, can be vastly increased if the suggested curtailments or eliminations are made.

Would it be possible to have this picture presented at the Continental Congress of the Daughters of the American Revolution which meets in Washington the week of April 18, beginning on Monday, April 14, and what would be the requirements if this could be arranged? We have between 1500 and 2000 representatives from every state in the union and I am writing today to Mrs. Cook, President General, to suggest this. If I could have immediate information, it would help.

Congratulating you on this very great achievement, I am,

Very sincerely yours,

Frances Tuppen Nash

(Mrs. Charles White Nash)

New York State Regent
Daughters of the American Revolution (and)
Alternate to the President General on the
Committee on Public Relations.

FTN:MAP

February 25th 1924.

Mr. Oscar A. Price,
555 Fifth Avenue,
New York City.

Dear Mr. Price:

I have your favor of the 22nd inst. together with copies of the sweet music which you sent to Mr. Griffith and Mr. Davison.

The honors are yours. I take off my hat and congratulate ourselves that we have such a good friend in Oscar Price.

Sincerely yours,

AH TB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[redacted]FITH, President
[redacted]. Vice President

A. H. T. BANSHAF, Secretary
J. G. SPRING, Treasurer

105A

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February
Twenty-sixth
1924.

Mr. A. H. T. Banshaf
130 W. 42nd St.,
New York, N.Y.

Dear Mr. Banshaf:

Enclosed herewith is letter to Mr. Hiram Abrams together with invoices and statement of his account which we have been carrying on our books for some time past. Bills for this account have been rendered several times, and I would ask that you kindly use your influence in bringing this matter to Mr. Abrams's attention. It is most essential that this account be settled at this time and I can see no good reason why it should be deferred.

Very truly yours,

Chas. J. Sodum

Assistant Treasurer,
D.W.GRIFFITH INC.

[Judith]

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. SPRING, TREASURER

105

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

February
Twenty-Seventh
1924.

Mr. A. H. T. Banshaf
150 W. 42nd St.,
New York, N.Y.

Dear Mr. Banshaf:

Herewith is the information I informed you I would send you and which you may present to Mr. Beach if you so desire.

You will note from the following figures that the United Artists should be in a position to forward us by Saturday against our "played and earned" as of that date when such reports have been compiled, the balance of approximately $35,000. since it is most essential that we receive that sum in order to meet our requirements. I would advise that you call on the United Artists for this amount - in fact, it is Mr. Griffith's suggestion that we do so.

Under date of January 19th, the balance due United Artists		$74,640.00
Advances on "Played & Earned"		
Jan. 24th	$ 4,999.47	
Jan. 31st	50.31	
Feb. 2nd	1,149.85	
" 11th	2,837.37	
" 18	423.29	9,460.29
Total due the United Artists		$ 84,000.29
Estimating on a basis of net "played and earned" of $20,000. per week due us for week of Jan. 26th to week ending March 1st (a period of six weeks) would credit our account with		$120,000.00

The above figures are only estimates. I give these figures to you that you may present the situation to the United Artists and know that in view of our necessary remittances due this Saturday, especially the sum of $15,000.00 due the Central Union Trust Company, the United Artists should send this amount to us at this time.

Very truly yours,

Chas. T. Sedam

Assistant Treasurer,
D.W.GRIFFITH INC.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

February 27, 1924.

Mr. D.W. Griffith,
130 West 42nd Street,
New York City.

My dear Mr. Griffith:

Please be good enough to read Mrs. Nash's letter of the twenty-fifth and tell me what I may say to her in reply.

Inasmuch as the members of the Daughters of the American Revolution, and their hosts of friends, look upon this picture as something in which they had a part, I know you want to give their suggestions every consideration.

With kindest personal regards, and best wishes always, I am,

Sincerely yours,

Will H. Hays

COPY

"8 Separate Albany"

February 25, 1924.

Mr. Will H. Hays, President
Motion Picture Producers of America,
522 Fifth Avenue,
New York City.

My dear Mr. Hays:

It afforded me the greatest happiness to be present at the premier showing of Mr. D. W. Griffith's "America", last Thursday evening. Referring you to correspondence held with you and later through Colonel Joy and Mr. Donaldson of last July and August, I am enclosing copy of a letter I have just sent to Mr. Griffith, trusting that you will be able to use your influence concerning the few changes suggested. A letter received this morning says, "Now I want to say a few words about the film "America", I do not know just how much the D.A.R. had to do with it, but the papers all speak of it as being sponsored by the Daughters of the American Revolution, and two said it was done, or made, I should say, at the request of the President General and the New York State Regent. If this is in any sense true, could you not use your influence to have the scenes depicting the 'camp women', as it was announced on the screen, eliminated? To me it was most repulsive; we older people realize that those things have been and continue to be, but frankly, I do npt see that it serves any good purpose to show the scenes, to the young people of the present age, who know more than is good for them now.

I had a plan in mind to take in turn, some of the children from the schools and the boys of the Drum and Bugle Corps from my own church, I certainly will not be guilty of taking them to see that part of the film, and to show the English, with whom we are trying to create a friendly feeling, in that particularly offensive attitude, of course it did happen, that and worse, but I do not think it should be shown in all the realism of moving pictures, where it stands out so vividly.

For the rest of the film I have no criticism to make, it was unduly long, but that the makers will know for themselves."

This is what I have heard expressed from many others and as this seems to be, also, the newspaper criticism I am sure I need to say nothing further. I can only regret that changes should be suggested at this time since Mr. Griffith, as I

understood it, desired our more active participation during the making of the picture but as it was beyond my power to appoint a committee to have direct responsibility in this matter, I did all I could in trying to arrange for one but I think this was not done.

Thanking you for your cooperation, I am

Very sincerely yours,

(signed) Frances Tupper Nash.

(Mrs. Charles White Nash)
New York State Regent
Daughters of the American Revolution (and)
Alternate to the President General on the
Committee on Public Relations.

The CRAFTSMEN FILM LABORATORIES
New York City

OFFICE OF
L. ABRAHAMS
PRESIDENT

February 27, 1924.

Mr. D.W. Griffith,
Orienta Point,
Mamaroneck, New York.

Dear Mr. Griffith:

Our company appreciates the privilege of having co-operated in the making of your wonderful picture, and it is only from this viewpoint that we are prompted to write this letter.

In making a print for you from the first nine reels of the assembled negative, we were deeply concerned to find less than five per cent of the entire negative to be of negative developed at our laboratory, and as a result we were unable to give you that fine photography which our daily deliveries to you contained.

The fact that the negative contains so small a portion of our developing may be due to the coincidence that your choice of angles eliminated our negative, but surely in such a quantity of negative there must have been a duplication of the same angle in many cases; and if this be so, the negative giving the greater gradation, thereby furnishing the better print should be chosen. We feel that you have not received the benefit of this choice, and would welcome an investigation so that you should receive the best that your picture contained, no matter from what source.

Trusting to be afforded an opportunity to duscuss this matter personally with you, we are

Yours very truly,

THE CRAFTSMEN FILM LABORATORIES, Inc.,

By L. Abrahams

L.A:E.McH. President

178

February 27, 1924.

M. E. Harby, Esq.,
61 Nassau Street,
New York City.

Dear Mr. Harby:

Thank you so much for your letter of the 23rd. I am sending it to Mr. Griffith and I am sure he will be very pleased and I will therefore also thank you for him.

You have made some very excellent suggestions and if I may say, some "not so good", especially the line about President Wilson. I am afraid that if Mr. Griffith pulled that, he would have the Republican contingency trying to censor the picture off the screen as it would be powerful Democratic propaganda, and I being somewhat of a Republican, can not be a party to such a diabolical act. However, when it comes to the "Birth of a Nation", I am a Democrat since we get better treatment at their hands than at the hands of the "Black Republicans".

Sometime when you want to go again and when Mrs. Griffith returns, let me know and I will try to accommodate you both.

Sincerely,

AHTB:MD

ELMER CLIFTON

Mr. Robinson

New York
February 27th, 1924

Mr. A. L. Grey, Vice President
D W Griffith Inc.
1482 Broadway

Dear Mr. Grey:-

Referring to the $12,911.22 bonus for account of WAY DOWN EAST , which you reported last August was due at that time to Mr. Clifton, I remind you that your agreement with him was to pay this amount off at the rate of $600. weekly beginning last October.

At that rate the entire amount should now be absorbed, whereas only $4800. has been paid in.

Please give this matter your careful attention. The interest on this indebtedness runs into considerable money.

12911.22
4
7511.22

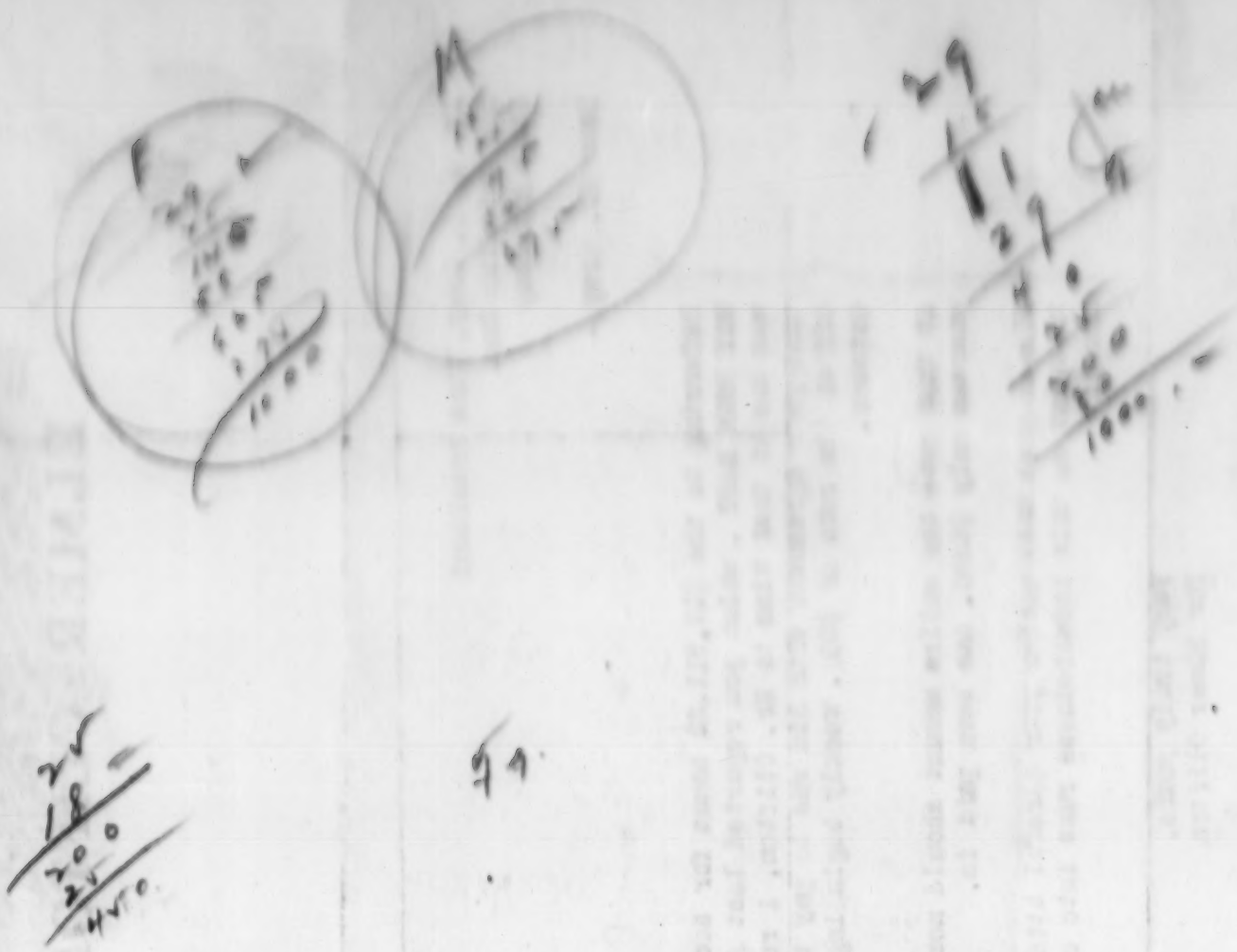
Very truly yours,
For Elmer Clifton

Clara Hyde

1/12/24 - 600

366 Madison Avenue

Mr. Epping
Please return this letter to me when you are through with it
M. E. Campbell



Clifton Bonus May Cons Fund.

as per Draper

9/20/22	3000
9/21/22 to 12/31/22	700
	3700

Mr Clifton [illegible] [illegible]
[illegible] agreed [illegible] [illegible]
to set up for Mr Clifton as a
reserve for contingencies as per
[illegible] instructions and Co.

as per Mr Clifton letter you [illegible]
note the cons reported to him
was 12,911.22.

From June 30 to Dec. 31 we have
set up 700 so this cons.
is what should be reported
to Mr. Clifton as of Jan. 1st 23.

Urban pais Mr Clifton on a/c
of Bonus 5400.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at
4416A AB 14

LONDON FEB 28 1934

LCO GREYGRIF

NEWYORK (D W GRIFFITH INC 1476 BROADWAY NEWYORK)

JUDITH DEAL OFF UNLESS POSSIBLE SEND NEGATIVE SHORT PERIOD REGARDS

GIFFORD

539P

[illegible]

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

February
Twenty-eighth
1924.

Mr. A. H. T. Banshaf
130 W. 42nd St.,
New York,N.Y.

Dear Mr. Banshaf:

I am unable to get to New York today and am therefore sending you herewith forms for Mr. Griffith's Income Tax -- both Federal and State,which you previously sent me.

I can see no reason why I should go down to assist you today in this matter as I have just been informed that Mr. Griffith's income tax for 1923 has already been forwarded to you by Miss Campbell and there is no other information I can furnish you with. Mr. Griffith's interest for 1923 has been sent to Miss Conway and since you and Miss Conway have all other information and sources of Mr. Griffith's income such as I am not familiar with except what we credit him with here at the studio, I do not feel that I can be of any further assistance to you.

I would suggest that you have someone in your office type in the new figures on the new forms in compliance with reports of previous years.

Very truly yours,

Chas. T. Todunis.

Assistant Treasurer,
D.W.GRIFFITH INC.

105 A

Albert L. Croy
GENERAL MANAGER

D. W. GRIFFITH Inc.

303 Longacre Bldg.
New York City

Feb. 28, 1924.

Mr. A. H. T. Banzhaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banzhaf:

The attached memorandum will be handed to you by Mr. Amerigo Sereo, who is assisting in putting this deal over, and who has been authorized to transact, subject to our approval.

Very truly yours,

Albert L. Croy
Vice-Pres.
D. W. Griffith, Inc.

ALG/CC

Francia

ROMA FERROVIA 10-20 28 · IV 1924

Sra Amerigo Serao

% Mr Griffith

Mr Albert H. Z. Banzhaf
Epoch Producing Corporation
~~140 West~~ 130 42 Street
New York

NEW YORK N.Y.

DUE 20 CENTS

Engagez, mademoiselle, y pour
[illegible] comme et me faites
avec vous rester à Paris et à Rome
et vous tirez sur votre défaut
de toute façon le [illegible] vous
rappeler par un mot [illegible]
[illegible] il me serait très
désagréable de vous rappeler
de vive voix.

Espérant néanmoins que pour une
fois vous tiendrez votre parole
et que vous allez me téléphoner

Bonnet Amitiés

Paul

Dear Mr. Banshof,- This is not in the form of an agreement proper, which I would not permit myself to do; it is more in the spirit of covering step by step the points already discussed with Mr. Gray, and incorporated into our cables to Rome, together with a few new ones.

1. - The Rome Syndicate (or bank, or individual, or group) will and sees advance to David W. Griffith, Inc. the sum of $ 750,000.00 for the purpose of making a motion picture photo-play of a story to be decided upon as mutually agreable, this sum to be at all times, until paid, secured by the negative thereof. The production will take place in Italy, in a Studio to be chosen by, and ageable to Mr. Griffith, which at the expense of the Italian Syndicate, not chargeable to production will be put in such shape as to permit Mr. Griffith to work with all the normal and ordinary coveniences in keeping with the average American standard of production.

2. The production shall be completed within a period of about twentysix weeks after actually starting, and during this period of production Mr. Griffith will receive a salary of $ 5000.00 a week, payable in American money, which condition is also applied in the case of his staff, and the American artists whom he will see fit to engage. Mr. Griffith is to have the unquestioned privilege of engaging at least two American leads, male and female, and the follwoing staff. One Production Manager one Assistant Director, one Second Assistant, one electrician, one head carpenter, two cutters, one cameraman. All the legitimate travelling and living expenses of this group, in fact of all the American staff and artists, shall be paid out of production costs.

3. In the choosing of artists, staff, story, continuity, and the

general directive details of the management, (besides the naturally inferred actual artistic direction), Mr. Griffith shall be the sole arbiter.

4. The money for the production shall be deposited to the account of the D. W. G. Corp. and available to it in the form of an irrevocable confirmed credit, subject to sight draft of Mr. Griffith or his designated and fully authorised representative. As the production proceeds it is understood that the advance is secured by the negative on hand.

5. Mr. Griffith life to be insured for the cost of production plus interest in favor of the Italian Syndicate.

6. Upon completion of the picture it is agreed and understood that all the rights of sale, ditribution, rental and otherwise, shall be divided as follows. The Cpntinent of Europe, ie; Portugal, Spain, France, Italy, Germany, Holland, Belgium, Denmark, Scandinavia, Norway, etc., and the Balkan States and Egypt will be the exclusice property of the Italian Syndicate and the r4st of the world shall belong to the Griffith Corporation,except that the United Kingdom shall be divided in the following manner; Seventy Five percent to the Griffith Corp. and Twenty Five percent to the Italian Syndicate.

7. All the moneys obtained from the exploitation of the territories belonging to the D. W. G. Corp. minus distribution expenses will revert to the Italian group until their advance has been entirely refunded plus banking interest at the rate of 6% (?) - When this sum will have been paid in full in the abive mentioned manner, the D. W. G. Corp. will be entirely free from any and allc connection and obligations to the Italian group.

8. The exploitation of the production in the territories belonging to the Italian group shall be carried on in a manner dignified and proper and in keeping with the standard of Griffith productions.

9. At any and all times and under all circumstances the picture must and will be presented and a D. W. Griffith production.

10. Production manager for the picture ~~and~~ will be Amerigo Serrao, at a salary stipulated upon by Mr. Griffith, under the authority as per paragraph three.

As per my conversation, with you this afternoon, will you please draw up a contract between S. A. Sereo C. B. S. or _____ Syndicate and D. W. Griffith, Inc. and D. W. Griffith, along the following lines:

Said Sereo or Syndicate are to supply $750,000 to finance a picture, story to be mutually agreed upon, to be made in Italy.

It is understood that Mr. Griffith's salary and expenses are to be paid from the time of his sailing from New York and until his return to New York.

We estimate that twenty six weeks will be sufficient time to complete the production.

Mr. Griffith has the privilege of picking his own cast and taking what people he considers necessary with him and in this matter he should be the sole arbiter.

They are to get their money back, plus banking interest not to exceed seven percent (7%), and are to get the foreign market, said foreign market consisting of Continental Europe, the Balkans and Egypt, and in addition to this 25% of the United Kingdom. Mr. Griffith is to get the negative for the balance of the World.

It is understood they are to supply a studio, properly equipped so that Mr. Griffith can work to the best advantage, as has been his usual custom.

The _____ Syndicate will, upon signing of contract, establish an irrevocable, confirmed credit, subject to sight draft of Mr. D. W. Griffith, up to the extent of $750,000.

NOTE: The following I [redacted] think should be in the contract, [redacted] I suggest that at the time Mr. Griffith would want to take with him at least one camera man, one electrician, one head carpenter, cutters Mr. and Mrs. Sutch, assistant director and wardrobe mistress, at least two leads, and Mr. A. Sereo is to be production manager, which of course will be pleasing to the people in Rome. Should Mr. Griffith deem it necessary to have Mr. and Mrs. Albert L. Grey, their expenses are to be advanced.

Male & female

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"HELEN OF TROY"

Prologue

When Paris is born to Hecuba, wife of Priam King of Troad the wise men tell her that she has given birth to a firebrand who will some day bring about the utter destruction of Troy. Preferring that he die rather than to bring this fate upon beloved Ilium, she nasxhim sent to a mountain top and deserted; he is however found by a wayfarer....who takes him away....nursing the infant gently to his breast.....

The Play

Troad, the great land of north west Asia Minor has within its borders three cities of importance, Ilium in the North, Assus in the South and Alexandria Troas in the west. Great indeed is this domain; flourishing through the bravery of its warriors; the wealth flowing into its coffers as tribute from all the lands to the east of the Hellespont.

Ulysses the wise and brave (called Odysseus by the Greeks) Agamemnon brother of King Menelaus, Ajax the great and brave youths from Assus and Alexandria Troas are a gay and gallant band of suitors for the hand of Helen the Most Beautiful who is daughter of Jupiter and Leda.

Of all women, the fairest, of all women the loveliest, of all women the most sought - Helen of Troy. Whom among the suitors shall she choose ? Ulysses the wise calls to conclave the suitors - and all swear in solemn oath, that they will ever respect Helen's choice, and while life lasts watch over Helen that no one shall shall trouble her or the husband of her choice.

Gravely do they hear Helen's decision ; she is to marry Menelaus - the King.

They swear allegiance to their love for her.

Then ,with a wealth of atmospheric spectacle as a back ground we play our counterplot of Clytemnestra the wife of Agamemnon, brother of the King, and her affair with Aegisthus . Menelaus, the King sees what is going on and sympathizes with his brother, unconscious of what is going on in his own household - that his beautiful wife,Helen of Troy, is a target for the dastardly wiles of Paris, the firebrand!

We work up to the scenes where Paris steals Helen of Troy.

The Oath of vengeance of the old suitors.

The siege of Troy - the rescue of Helen through the trick of the horse - and a terrific battle climax.

This is only a brief sketch of the story I have in mind and barely touches even the high spots. It will give you an idea, however, of the framework.

We are entitled to take liberties with Troy history, because even the best authorities question that there is any fact whatever as a basis for the myths,which the Greeks have woven about Troad. Such things,for instance as the assassination of Agamemnon by Clytemnestra and Aegisthus are purely mythological; the birth of Paris is the same; also the later marriage of Helen to Menelaus' brother,Deiphobus and all the other so called "story of Troy".

It is this latitude wh ch will give us such wonderful freedom in the shaping of our story.

Think it over, Amerigo. I have the idea for the full story and have failed to write it only because there is

no market for it, and I have been too busy writing less impressive but more remunerative tales.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

February 26th, 1924

Letter No 34

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
303 Longacre Bldg.,
New York City

Dear Mr. Epping:

In accordance with your assignment, we have to-day forwarded to Mr. Samuel K. Jacobs check from The Allied Artists Corporation, Ltd., London, in the amount of £826.17.6, being 70% of collections, less charges, on "One Exciting Night" played in England week ending February 1st, 1924.

✓ 3541.09

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl
B G

M d.

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

"Via RCA"

RADIO CORPORATION OF AMERICA

"Via RCA"

FORM No. 102-02

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

Feb. 29, 1924.

Deferred Rate

Mungif
London
England

Judith negative very old necessitating printing on special machine we have here for purpose Do not think satisfactory prints could be made in England You can accept three hundred fifty pounds without negative Regards

Greygrif

Chg D. W. Griffith, Inc.

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

February 29th 1924.

Mrs. Charles White Nash,
New York State Regent,
Daughters of the American Revolution,
6 Lafayette Street,
Albany, New York.

My dear Mrs. Nash:

Your favor of the 25inst. addressed to Mr.Will H.Hays, President of the Motion Picture Producers & Distributors of America, Inc. relative to Mr. Griffith's motion picture photo-play "AMERICA" was forwarded by Mr. Hays to Mr. Griffith for his consideration.

I am glad to state that before the receipt of your letter, Mr. Griffith after having reviewed the picture before an audience and having noted the interest displayed by parents and children in general, deleted the close-ups regarding the "camp women" from the picture and he has also made other cuts which he felt might be too realistic for the younger generation.

Mr. Griffith asked me to express his deep appreciation to you for your thoughtful and sincere criticism of his picture and he believes that he has now cut the same so that the most critical cannot object to his treatment of the trying times through which the founders of this Country passed.

Thanking you again on his behalf, I remain

Sincerely yours,

AHTB/GDM

178

February 29th 1924.

Mr. Will H. Hays,
President, Motion Picture Producers & Distributors of America,
522 Fifth Avenue,
New York City.

Dear Mr. Hays:

In reply to your favor of the 27th inst. addressed to Mr. Griffith enclosing copy of letter of the 25th inst. from Mrs. Nash, relative to the photoplay "AMERICA" received, and beg to advise that I am enclosing herewith copy of letter which I have this day forwarded to Mrs. Nash.

Thank you so much for forwarding this to us and I trust that our reply will meet with your approval.

I would like to get your expression of your opinion of the picture and if you have not already written to Mr. Griffith regarding it, please give us the benefit of your criticisms.

Thanking you again, I remain

Sincerely,

AHTB/GDM
Enc.

THE ALLIED ARTISTS CORPORATION LIMITED.

BALANCE SHEET AT FEBRUARY 29th. 1924.

ASSETS:		
Cash		£ 5509.19. 9.
Advances & Deposits		865.15. 0.
Accessories (Stock)		5939. 8.10.
Accounts Receivable		48936.19. 8.
Furniture & Fixtures		1072.19. 5.
		£62525. 2. 2.
LIABILITIES:		
Accounts Payable		£40135. 3. 4.
United Artists Corp:-		
Purchases Account $2517.75	£586.17. 7.	
Commission do:	3799.17.11.	4386.15. 6.
Reserve for bad & doubtful debts		500. 0. 0.
Reserve for Corporation Profit Tax		1050. 0. 0.
Suspense Account		190. 0. 0.
Capital		7500. 0. 0.
Surplus on Played & Earned basis		8763. 3. 4.
		£62525. 2. 2.

INCOME STATEMENT

Total contracts Played & Earned(100%)		£203573. 2. 1.
Corporations share		£ 62887.14. 6.
Less: 4% United Artists Corp:	£7633.19. 2.	
1% Mr. Hiram Abrams....	2544.13. 3.	10178.12. 5.
		£ 52709.2.. 1.
Other Income:-		
Sale of Accessories	£4601.19. 1.	
Interest & Discount	180.19.11.	4782.19. 0.
	Gross Income.....	£ 57492. 1. 1.
Less: Corporations share of Censoring,Prints,Duty,etc		4420. 2. 3.
	Remainder.....	£ 53071.18.10.
Less: Operating Expenses	£53350.16. 6.	
Bad Debts Account	264.12. 6.	
Directors' Fees	1000. 0. 0.	54615. 9. 0.
		£ 1543.10. 2
Surplus at beginning of Fiscal Year		£ 10306.13. 6.
Deficit at 29th.February.1924.....		1543.10. 2

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ACCOUNTS RECEIVABLE

Customers balances for hire and accessories....	£44940. 1. 5.
Musketeers Booklet Account	74.16. 3.
United Artists - Paris	1024. 7. 5.
Branch Offices Petty Cash	255. 0. 0.
Mack Sennett Comedies	940. 3. 4.
Associated Producers	1022.15. 2.
Mary Pickford	643. 5. 9.
Miscellaneous	8.17. 0.
The Pickford Co:	27.12.10.
	£ 48936.19. 2.

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ACCOUNTS PAYABLE

Trade Creditors		£ 5046.18. 7.
Producers' Accounts:-		
Mary Pickford	£2995. 5. 1.	
Charles Chaplin	28.18. 0.	
Douglas Fairbanks	18770.15. 8.	
D.W.Griffith Inc:	4682.16. 7.	
Distinctive Prod:	798.14. 5.	
Bennett Pic.Corp:	834. 0. 6.	
Mack Sennett Com:	812.18. 4.	
Nazimova Productns:	1576.19. 2.	
Charles Ray Prod:	1430. 1. 8.	
Lottie Pickford	281.19. 1.	
X.L. Productions:	428.18. 1.	
Max Linders Prod:	517.11. 3.	
The Pickford Com:	810.19.11.	35089.10. 9.
		£ 40135. 3. 4.

THE ALLIED ARTISTS CORPORATION LIMITED.

SUMMARY OF BUSINESS ACCOUNT
AT FEBRUARY 29th. 1924.

Balance from 25th.January.1924.		£ 165. 0. 0.
Picturedrome Gloucester	£ 5. 0. 0.	
Kings Theatre,Kilsyth	25. 0. 0.	
	£30. 0. 0.	
Less:		
Empire,Ramsbottom	5. 0. 0.	25. 0. 0.
		£190. 0. 0.

THE ALLIED AUTHORS CORPORATION LIMITED.

SCHEDULE OF ADVANCES AND DEPOSITS

Balance from 25th.January,1924.	£ 264.15. 0.
Additional Deposit Manchester - Telephone	1. 0. 0.
	£ 265.15. 0.

THE ALLIED ARTISTS CORPORATION LIMITED.

HOME OFFICE OPERATING EXPENSES FEBRUARY 29th.1924.

Classification		This month	Eleven months this year
1.	Salaries	£ 824.14. 6.	£12047.14. 5.
2.	Rent & House Service	78. 4. 4.	732. 0. 6
3.	Travelling	132. 1. 4.	2915. 1. 5
4.	Stationery	10. 10. 8.	155. 0. 9
5.	Postage	40. 2. 6.	327. 7. 8
6.	Telephone & Telegraph	40. 3. 7.	441.17.10
7.	Freight & Carriage	68. 1. 0.	1134. 5. 1
8.	Advertising	461. 4. 9.	4292. 4. 2
9.	Legal Expenses	27.15.10.	332.11. 7
10.	Insurance	30. 0. 0.	81. 7. 1
11.	Miscellaneous	72. 5. 3.	904. 4. 8
		£ 1785. 3. 9.	£ 23363.15. 2

THE ALLIED ARTISTS CORPORATION LIMITED.

BRANCH OFFICE EXPENSES AT FEBRUARY 29th.1924.

Branch	Salaries	Rent & House Service	Travelling	Stationery Printing..	Telephone Telegraph	Postage	Freight Carriage	Miscell -aneous	Total	Total eleven months this year	Sales this month	Sales eleven months this year	Oper-ating %
BIRMINGHAM	104. 6. 8	-. -.-.	25. 2.11	4.18. 4	1.15. 6	2.12. 4	22. 1. 1	14. 5.11	175. 2. 9	2520. 7.11	1407.13. 9	28949.15. 5	8.7
CARDIFF	170. 2. 1	8.15.7.	48. 3. 2	5. 4. 3	6.16. 5	5. 3. 0	8. 5.10	39. 0. 7	291.10.11	2508. 2. 0	2102.13. 9	20084. 9. 1	12.48
GLASGOW	195.12.11	-. -.-.	37.14. 8	4.13. 4	23.13. 6	6.13. 4	32.14. 9	19.18. 4	321. 0.10	3117. 2. 3	1450. 1. 0	19824. 7.11	15.72
LIVERPOOL	145. 0.10	9.13.0.	12. 1. 7	4.13. 4	1. 7. 8	5.10. 3	14. 2. 1	8.13. 4	201. 2. 1	2346. 0. 4	2493. 0. 0	14781. 1. 8	15.87
LEEDS	120. 0.10	6. 0.0.	51. 8. 7	5. 1. 8	1.18. 9	2.10. 0	15. 9. 9	2.19. 8	205. 9. 3	2925.18. 7	1433.16. 0	20965.7. 7.	13.95
MANCHESTER	178.12. 1	-. -.-.	36. 5. 0	4.16. 8	39. 3. 7	10. 6. 4	26. 3. 2	17. 2.10	312. 9. 8	3235. 9. 0	5106. 2. 0	28789. 4. 7.	11.23
NEWCASTLE	124. 1. 0	22. 6.6.	36.14. 7	4.16. 7	25. 2. 2	5. 1.11	17. 8. 0	3.12. 2	239. 2.11	1919. 8. 3	550.10. 0	12987.18. 8.	14.77
LONDON	681. 2. 6	50. 0.0.	147.14.11	4.13. 4	13.11. 2	14. 0. 2	-. -. -	8. 9. 0	919.11. 1	10311.18. 7	5883.11. 2	86977.12. 2.	11.85
IRELAND	102. 4.10	-. -.-.	17.10. 6	5. 7.11	2. 1. 0	2.11. 1	11. 2.11	20.15. 9	161.14. 0	1102.14. 5	1081.10. 0	19001. 9.10.	5.79
£	1821. 3. 9	96.15.1.	412.15.11	44. 5. 5	115. 9. 9	54. 8. 5	147. 7. 7	134.17. 7	2827. 3. 6	29987. 1. 4	21508.17. 8	252361. 6.11	

Percentage of Expenses to Sales for month 13.14

do do do eleven months 11.88

THE ALLIED ARTISTS CORPORATION LIMITED.

INCOME STATEMENT FEBRUARY 28th, 1924.

Picture	Sales: This month	Sales: Eleven months this year	Sales: To date	Played & Earned: This month	Played & Earned: Eleven months this year	Played & Earned: To date	Corporations share of Played & Earned this year	Unplayed contracts at date
POLLYANNA	41. 0. 0.	691. 0. 0.	37041.16. 8.	78. 0. 0.	645.10. 0.	36834.16. 8.	193.12. 0.	307. 0. 0.
BUDS	22. 0. 0.	305. 0. 0.	24828. 7. 9.	42. 0. 0.	441. 0. 0.	24581.17. 9.	132. 6. 0.	305. 0. 0.
BACK DOOR	67.10. 0.	1355.10. 0.	22016. 4.10.	106.10. 0.	1442. 0. 0.	21406.14.10.	428.18. 0.	609.10. 0.
LOVELIGHT	21. 0. 0.	1314.10. 0.	19404. 5. 5.	92. 0. 0.	1609. 0. 0.	18815. 5. 5.	482.14. 0.	589. 0. 0.
FAUNTLEROY	103. 0. 0.	2272. 8. 8.	32733.16. 7.	279. 8. 0.	3048. 5. 4.	31969.18. 3.	912.15. 7.	765.16. 4.
TESS	273.10. 0.	14210.19. 4.	26815. 9. 4.	1051. 0. 0.	20382. 2. 8.	23177. 2. 8.	6114.12. 9.	2026. 6. 8.
ROSITA	4957.10. 0.	13147.10. 0.	13147.10. 0.	275. 0. 0.	975. 0. 0.	975. 0. 0.	292.10. 0.	12172.10. 0.
PARIS	6890. 0. 0.	13610. 0. 0.	13610. 0. 0.	1000. 0. 0.	1000. 0. 0.	1000. 0. 0.	300. 0. 0.	12610. 0. 0.
ZORRO	113. 0. 0.	1593. 0. 0.	21095.15. 0.	156.10. 0.	1512. 7. 6.	20522. 8. 9.	453.14. 3.	563. 6. 3.
CLOUDS	18. 0. 0.	626.10. 0.	19682. 4. 2.	35. 0. 0.	485.12. 4.	19237. 7. 6.	145. 2. 0.	445.16. 8.
THE NUT	80. 0. 0.	1248.10. 0.	17695. 7. 4.	41. 0. 0.	1219. 0. 0.	16818. 7. 4.	365.14. 0.	877. 0. 0.
MUSKETEERS	106. 0. 0.	3683. 5. 0.	34443.12. 5.	251. 5.0.	3732.12. 4.	32034.18. 5.	1119.16. 0.	1408.15. 0.
BLOOD	134.10. 0.	4620. 5. 2.	15267. 5. 2.	223. 0. 0.	5972. 0. 2.	12478.15. 2.	1791.12. 1.	1788.10. 0.
MOLLYCODDLE	61. 0. 0.	1505. 0. 0.	19580.17. 9.	304. 0. 0.	1671.10. 0.	18966. 7. 9.	501. 9. 0.	584.10. 0.
ROBIN HOOD	3305. 2. 1.	76605. 3. 2.	76605. 3. 2.	24685. 2. 1.	52315. 3. 2.	52315. 3. 2.	15694.11. 0.	24290. 0. 0.
STREET	16. 0. 0.	630.18. 6.	14291. 6. 0.	227. 0. 0.	732. 8. 6.	14171.16. 0.	220. 0. 6.	219.10. 0.
EAST	955. 0. 0.	29485.12. 0.	149302.10.10.	3420. 0. 0.	34273. 9. 8.	140309. 8. 6.	10282. 0.11.	8892. 2. 4.
NIGHT	1052.19. 7.	32440.10.11.	32440.10.11.	3740. 9. 7.	27640.15.11.	27640.15.11.	8292. 4. 9.	4799.15. 0.
DISRAELI	11. 10. 0.	349.10. 0.	11097. 3.10.	112. 0. 0.	382. 0. 0.	10990. 3.10.	114.12. 0.	107. 0. 0.
PASSION	96.10. 0.	2389.15. 0.	4688. 5. 0.	181. 0. 0.	3052. 5. 0.	3755.15. 0.	915.13. 6.	932.10. 0.
VOICE	66. 0. 0.	2036. 0. 0.	2566. 0. 0.	232.10. 0.	1628.15. 0.	1628.15. 0.	488.12. 6.	937. 5. 0.
TRAIL	41.10. 0.	1124.15. 0.	12681.16. 9.	90. 0. 0.	1072. 5. 0.	12172.16. 9.	321.13. 6.	509. 0. 0.
LADY	92. 0. 0.	2371. 5. 0.	5014. 5. 0.	291.10. 0.	3329. 5. 0.	4096.15. 0.	998.15. 6.	917.10. 0.
FARM	35. 0. 0.	1029. 0. 0.	6281.16. 9.	78. 0. 0.	1608.10. 0.	6007. 6. 9.	482.11. 0.	374.10. 0.
MOLLY-O	38. 0. 0.	1207. 0. 0.	5211.10. 0.	121. 0. 0.	1757. 3. 4.	4761.13. 4.	527. 3. 0.	449.16. 8.
IDOL	237.10. 0.	1420.10. 0.	1420.10. 0.	153.10. 0.	279.10. 0.	279.10. 0.	83.17. 0.	1141. 0. 0.
CROSS ROADS	263. 0. 0.	1488. 0. 0.	1488. 0. 0.	155. 0. 0.	292.10. 0.	292.10. 0.	87.15. 0.	1195.10. 0.
ARABY	200.10. 0.	2468.15. 0.	2468.15. 0.	377. 0. 0.	1431. 5. 0.	1431. 5. 0.	572.10. 0.	1037.10. 0.
SUZANNA	128.10. 0.	1533. 0. 0.	1533. 0. 0.	100.10. 0.	672. 0. 0.	672. 0. 0.	268.16. 0.	861. 0. 0.
HOUSE	14.10. 0.	724.10. 0.	6715.10. 0.	144.10. 0.	1726.10. 0.	6104.10. 0.	517.19. 0.	611. 0. 0.
SALOME	97.16. 0.	5569.12. 0.	8829.12. 0.	606.16. 0.	7938. 2. 0.	7938. 2. 0.	3175. 4. 9.	891.10. 0.
WOMAN	124. 0. 0.	2993. 0. 0.	4079. 0. 0.	257. 0. 0.	2813. 0.0.	2875.10. 0.	1125. 4. 0.	1203.10. 0.
TAILOR MAN	53.10. 0.	2226.10. 0.	3256.10. 0.	118.10. 0.	2472. 0. 0.	2472. 0. 0.	741.12. 0.	784.10. 0.
GIRL	304.10. 0.	5352.10. 0.	5352.10. 0.	849. 0. 0.	2728.10. 0.	2728.10. 0.	818.11. 0.	2624. 0. 0.
THERE'S	140. 0. 0.	3431.12. 2.	4129. 2. 2.	265.10. 0.	3237. 2. 2.	3237. 2. 2.	1294.16.11.	892. 0. 0.
FINISH	319.10. 0.	7050.10. 0.	7915.10. 0.	544. 0. 0.	5994. 0. 0.	5994. 0. 0.	1798. 4. 0.	1921.10. 0.
BILLY	35. 0. 0.	35. 0. 0.	35. 0. 0.	-. -. -.	-. -. -.	-. -. -1	-. -. -.	35. 0. 0.
PAY	79.10. 0.	752.10. 0.	2593. 0. 0.	119.10. 0.	1671.10. 0.	2078.10. 0.	668.12. 0.	514. 0. 0.
RICHARD	662.10. 0.	6822.10. 0.	6822.10. 0.	395. 0. 0.	395. 0. 0.	395. 0. 0.	158. 0. 0.	6427.10. 0.
NO WOMEN	50. 0. 0.	50. 0. 0.	50. 0. 0.	-. -. -.	-. -. -.	-. -. -.	-. -. -.	50. 0. 0.
LOVING LIES	90. 0. 0.	90.0. 0.	90. 0. 0.	-. -. -.	-. -. -.	-. -. -.	-. -. -.	90. 0. 0.
£	21508.17. 8.	£ 252361. 6.11.	£ 703488.10.10.	£41283.17. 8.	£ 203573. 2. 1.	£ 604917. 8.11.	£62887.14. 6.	£ 98571. 1.11.
H.O.OPERATING	£1785. 3. 9.	£23363.15. 2.		£1785. 3. 9.	£23363.15. 2.			
BRANCH DO:	2827. 3. 6.	29987. 1. 4.		2827. 3. 6.	29987. 1. 4.			
TOTAL DO:	4612. 7. 3.	53350.16. 6.		4612. 7. 3.	53350.16. 6.			
% OF OPERATING	21.44	21.14		11.17	26.2			

W 124 (M.d.)

HIGH COST OF MOVIES STRIKINGLY SHOWN IN NEW FILM, "AMERICA"

Production That D. A. R. Is Sponsor For Has Taken Several Months of Preparation—Thousands Spent on Costumes—Other Thousands on Wigs Alone—Fifty Houses to Be Built for Photographing.

Following the recent announcement of drastic curtailment of production on the part of Famous Players-Lasky Corporation because of the excessive cost, great interest has been manifest in what is really spent on big pictures, and Don Allen, Motion Picture Editor of The Evening World, has prepared a series of stories dealing with the High Cost of the Movies, of which this is the first.

In subsequent stories he will tell the financial story of such pictures as "Foolish Wives," accredited with being the most costly picture ever made; "Scaramouche," "The Hunchback of Notre Dame," "The Lady of Quality," "The Four Horsemen," "Orphans of the Storm" and many other "$1,000,000 pictures."

By Don Allen.

It has become a common thing—almost a laughable thing—to refer to about every motion picture production that has wafted in from the West, or that has been born in the studios of the East—as "The $1,000,000 picture!" and, despite the fact that figures have been juggled and bantered about by many unblushing press agents, the truth of the matter is—there are, and have been—and will be, many pictures that have and will cost that much.

Call it extravagance if you will, that's exactly the term applied to the lavish spending by most producers—the fact remains that, in order to meet the requirements of the great mass of movie fans, the producer and director have had to spread dollars about much after the fashion of a careless gardener sowing grass seed.

The producer, that is, most of the producers we come in contact with, does not relish the idea of spending $80,000 for this, $75,000 for that and $200,000 for something else—but he says he simply HAS to do it in order to satisfy the craving for novelty and bigness of production that is running wild among moviegoers.

The sepnding of huge sums of money upon a motion picture may or may not produce art in the finished production, but in ninety-nine cases out of every 100 it creates that indefinable something so necessary to every business—the demand. And despite what any one says, in or out of the movies—the box office is the nerve centre and the heart of the motion picture business. Let the box office miss a few beats and no combination in the world can save the dying picture from an early grave.

The writer is in a position to know that many, in fact, the majority, of salary claims made by screen players, their producers and press agents are buncombe. We know that Baby Peggy is not getting $1,000,000 a year, and we know that many, many actors and actresses never think of telling their real salaries until the income tax man gets on their trail. And we also know that many pictures have cost $1,000,000 to produce.

Since Famous Players-Lasky so loudly declared a few days ago that it had "abandoned all picture production until the cost of pictures can be brought down to a common sense basis," almost everyone in or out of the movies has focussed his thoughts on the terrific waste in that industry.

Many heads of other big producing corporations are stringing along with

(Continued on Seventeenth Page)

HIGH COST OF MOVIES STRIKINGLY SHOWN IN THE NEW FILM "AMERICA"

(Continued)

Adolph Zukor, President of Famous Players, in his statement that production costs are ridiculously high and outlandishly above normal, but not one we have joined to open the closing down of Famous studios, both here and in Hollywood, has offered a remedy. Some have agreed that their corporations would retrench also, while others are just as strong in their statements that they will keep right on going.

To ascertain if any motion picture production ever really cost $1,000,000, we hunted up the man back of the biggest picture now being made in the East—David Wark Griffith, now deeply immersed in the filming of "America," being made at the instigation of and in the interest of the Daughters of the American Revolution.

We have spent much time with Mr. Griffith and his experts up at Mamaroneck in the past and have always marvelled at the efficiency system in force there. Not that pictures are ground out at the Griffith plant like sausages are in a factory, or like cars are at a Ford assembling plant, for they are not; but a glance over the following statistics, compiled by Garret J. Lloyd, under the ever-watchful eye of Mr. Griffith, will show that, while huge sums are being spent—but little leakage can be found.

The estimated cost of the finished picture of "America" will be—now don't smile—$1,000,000.

The first outlay was to Robert W. Chambers for the story. That took $38,000. Then came the costumes, more than 5,000 of them, ranging in cost from $5 to $80 each—and which have already cost $85,000. In order to avoid the stiff appearance in pictures, these costumes were made of real homespun. This expense was considered absolutely necessary, we were told, because in a costume picture all costumes must look so attractive that the majority of the audience would like to wear them.

And next comes the wigs; $34,000 is the cost given for more than 3,000 wigs ranging from $5 to $55 each. Three expert wigmakers have been paid $27.50 a day each constantly to adjust and renew the wigs, as the proper care of wigs is absolutely necessary for screen perfection.

The sum of $15,000 was spent for research work alone. This cost mounted up when a staff of from three to nine persons was kept steadily at work for weeks in advance of beginning the actual work on the picture. This amount of research work was necessary because of the many instances of divergence of opinions of historians on vital matters. For instance, four maps of the Battle of Bunker Hill, all markedly different, have been approved by as many historians, and it took months of steady digging to uncover the actual color of Paul Revere's horse.

Another large item, one of $70,000, is checked off opposite the entry of "camera men and film." From two to twelve expert camera men are working daily. This is necessary because there must be three complete negatives, two for domestic and one for foreign use. Twelve camera men are necessary on all big scenes to shoot the action from all angles in order to obviate the chances for expensive retakes. About 1,000,000 feet of film will be used in all cameras which, when developed, costs about four cents a foot.

The cost of one day's shooting of the big scenes is one of the big items of expense—footing up to $38,000 for a single day. This represents 3,000 actors and actresses at an average salary of $3 a day, [illegible] $3,000; technical staff of 150 persons, mostly experts, $3,000—transportation, rentals, ammunition and material making up the balance.

The matter of transportation is not as yet known definitely, but will include the cost of taking the big company on several trips to Boston, Mohawk Valley, Philadelphia, Washington, Virginia and Valley Forge.

The salaries of principal actors and actresses per day when working is $1,100 and the costumes for Claire Dempster $6,000. This later is considered necessary expense because the women who view the picture demand the star's costume be made of the very finest material, with absolute fidelity as to detail.

The item of set building is no small one, and when it is figured that replicas of practically every building standing in certain localities during the American Revolution have been built, one may imagine their cost. Of course, had it been possible to use the original locations, this item would be materially less, but the research workers and location finders discovered that scarcely a spot of historic value remains unchanged, and it would be obviously impossible to stage a reproduction of the Battle of Bunker Hill with the monument in the way, or to stage Paul Revere's ride over a road criss-crossed with auto-tire tracks and lined with advertisements that declare that some one is willing to "walk a mile" for a certain cigaret. Just as an example of what it costs to build the simplest of sets, the replica of Concord Bridge, an unassuming affair, cost exactly $4,709, and probably fifty buildings and other structures will be rebuilt for different scenes.

Rain, and the failure of the Weather Bureau to predict it one day last week, cost the producer $23,700. Clear weather had been predicted in the East and, in fact, rain fell very lightly, but caused a groundfog that completely stopped all photography. But the assembled extras had to be paid and fed and the day's expenses were a total loss, as not a foot of film could be made.

Another unlooked-for incident [illegible] an additional $3,000 on the expense side of the ledger when a flagpole, standing in direct view of the camera, was crashed down during a charge of British soldiery. This was immediately replaced by a reserve pole which, in turn, was knocked down and splintered when a racing team dragging a cannon crashed into it. It was necessary to wait several hours before another flagpole could be rushed to the location and erected.

Another instance of costs running up is that more than thirty men were tried out for the character of Paul Revere and more than fifty tried out for the character of George Washington—all of whom were paid at a high rate for their time. Similar care and expense were taken in the selecting of others who are to play historical characters in order that they resemble the popular pictures of the heroes and heroines so that the public will recognize them.

When it is figured that the taking of the big scenes ranges from four days to as many weeks, it can be seen where the estimate of a $1,000,000 final cost is no myth or figment of the press agent's brain.

In this budget only the costs of actual production work has been considered, with no reference to the cost of exploitation, advertising and road-showing the picture after it is made.

A little session with a pencil and paper and a few figures will quickly prove that a million doesn't amount to much when it comes down to making a big picture.

3/ /27 D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Ambition is the germ from wh

OUR COUNTRY—In her intercourse with foreign nations may she always be in the right; but our country, right or wrong.—Stephen Decatur.

THE DAILY NEWS PLATFORM FOR NEW YORK

1—A Seat for Every Child in the Public Schools.
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3—Improved Traffic Conditions on the Streets.
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5—Stricter Regulation of the Sale of Pistols.
6—Save the Parks for the People.

"AMERICA"

David Wark Griffith deserves the thanks of every patriotic American for his production of the moving picture, "America."

David Wark Griffith

Some of the "intelligentsia"—of which clan, by the way, the Chicago youths, Leopold and Loeb, are members in good standing—will give no thanks for the picture. To them any evidence of patriotism, of single loyalty to one's country, is merely evidence of mental weakness. Such denatured Americans, however, are in the minority.

The majority, the general run of American citizens who lay no extravagant claims to "100 per cent. Americanism," could not sit through a showing of this picture without a thrill of pride. They could not escape feeling humbly grateful to the men and women who backed their principles with their blood, and with their broken bodies formed the foundations of the greatest country in the world.

We can imagine no greater single service to this country than that every boy and girl old enough to have studied our history ever so little should be given an opportunity to see "America." Most adults see the picture and appreciate what it *means*.

But boys and girls actually *see* Washington; they actually *see* Paul Revere, the battles of Lexington and Concord Bridge; they *see* Adams, Hancock, Jefferson, Pitt, Burke; they see the men and women who made America, their country, not the men and women who made "America," the moving picture.

Adults—not all of them, of course—may see Barrymore in an excellent characterization, but the youngsters see only Butler, the Butcher, and rejoice with youngsters of long ago when his career of cruelty is ended.

Pink pacifists won't like the picture because it depicts battles, and men and women being killed. It is not a picture to inspire pacifism. But it *is* a picture to inspire patriotism and, as such, it ought to be seen by every American.

If you are a patriot, see it. If you are a pacifist, see it, and perhaps you'll become a patriot.

ORCED OR ENFORCEABLE

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

Louella O. Parsons Says of— Th

About Griffith's "America," Its Historical Accuracy and How It Pulls at Heart Strings; Is Color on the Screen Practical?

BY LOUELLA O. PARSONS.

"AMERICA" has a most devastating effect upon one's nervous system. David Wark Griffith, with his extraordinary combination of artist and showman, lets his P. T. Barnum tendencies so far run away with the film in the last half that the emotional tug at one's heart strings is well nigh unbearable.

In the first moment of passing through this stage of internal upheaval we are inclined to judge Mr. Griffith's epic of the Revolutionary War solely on its audience appeal. We can only speak of his picture as it relates to our feelings, not from the critical standpoint that usually motivates the writing of a motion picture review.

We can only react to the thrill of Paul Revere's ride, which brought the first-nighters fairly out of their seats; we can only respond to the patriotism of the earnest young Minute Men, and the heroism of those men who fought and bled in the early battles at Bunker Hill and Lexington, and who nearly died from cold and exposure at Valley Forge.

Then, when our emotional spree is ended and we sit down with the calm light of reason to analyze this latest Griffith picture, we suddenly remember our history. We recall some of the dramatic incidents in those harrowing days that led to the freedom of the colonies, and we are surprised to find some of our school day impressions of American history missing.

* * *

I HAVE in my bookcase an American history that I used when I went to school with some of the passages that relate to the Revolutionary War marked in red ink. I checked up on Mr. Griffith and I found that he had passed by the Boston Tea Party, that picturesque moment when the colonists demanded representation or freedom fro mtaxation by dumping a whole cargo of tea in the Boston Harbor.

Washington crossing the Delaware in the dead of Winter and piloting his weary troops to safety is another momentous event that is missing. Here is an escape as thrilling as Paul Revere's midnight ride.

John Paul Jones and his navy, the fight of the Bonhomme Richard against the English frigate Seraphis is not mentioned in "America." The cruelty of the Hessians and their aid to the English likewise is conspicuous by its absence.

In remaining faithful to his fictional characters and letting them have leeway, Mr. Griffith has made no mention of young Lafayette, Benjamin Franklin, Benedict Arnold, Major Andre, Nathan Hale, Israel Putnam—all of them patriots without whose bravery we should not have won a victory.

* * *

SOME ONE, in speaking of "America," said it was a mixture of Leonardo de Vinci and P. T. Barnum.

In this day and age there must be both. Too many producers have tried to eliminate the Barnum from their films, only to learn that Barnum is even more essential than da Vinci.

I think by now it has pretty thoroughly sifted through the minds of Mr. Griffith's critics that there is only one Griffith, and that he has proved it by his ability to play upon the emotions of the public. I want to say that he deserves success because he puts his heart and soul in his work. And when there is one of his pictures in the making he neither eats nor sleeps until he has finished his task.

His understanding of human nature has always seemed to me the greatest thing about him. He knows his people. To him they are living, breathing personages. If he had put into "America" too much history and taken away the story he might not have had as successful a picture. One can never tell. One thing about "America"—like old wine, it improves with age. I have seen it three times, and each time it seemed to me better than the first time.

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(3/4/24.)

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices and not by DIRECT application to the sender.

The Lambs
130 WEST 44TH STREET
NEW YORK

Mch. 1st/24

My dear Mr Griffith:—

I never left a theatre more thrilled than I was by your picture, America. From every angle it is a masterpiece. It was a huge undertaking, but you have more than accomplished it. We are a bustling race; everyone for himself — we are a young country, & it must be so —, & it takes a war with Germany, or a picture

like America to make us realize that there is something a lot bigger than ourselves — our flag. Patriotic, & absorbingly interesting; that is your picture, Amanda.

Very sincerely

DeWolf Hopper

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "BOSTON"

Date of Shipment MARCH 1st, 1924

Where Shipped TO BOSTON- MAJESTIC THEATRE.

Ordered By MR. GREY.

ITEMS SHIPPED

			Return Check			
2	Boxes of stands					
2	Boxes of pedestals					
1	Head					
1	Booth					
1	Box music stands					
2	Boxes of flooring					
1	Picture sheet					
1	Picture frame					
1	Traveler 2 pcs.					
50	Ball hangers					
2	Hanks of sash cord	2 Reels				
1	Floor pulley	300 Ft. Cable.				
2	Pulleys for travelers					
2	Pieces Cyke					
2	" Draw curtains					
3	Borders					
1	Ground cloth					
1	Bolt black cloth					
1	Box Orchestra rail stands					
1	" " " posts					
1	" " " curtains					
1	Signal box					
1	Pail 1 brush					
1	Box of carbons					
1	Supply box					
2	Rheostats					
2	Lamp heads					
2	Boxes of motors					
2	Heads					
1	Box of magazines					
1	Box (magazine etc.)					
1	Box pedestal and stand.					

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Pay ROLL	15,000.00	17,000.00	17,000.00	16,000.00	16,000.00	15,000.00	15,000.00
Petty Cash	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Acceptances	17,148.97	21,091.21	12,544.09	10,040.60	9,884.69	10,498.79	12,561.00
J.G. Epping	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1 ,000.00	1,000.00
D.W.Griffith Salary Acct	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Mae Marsh	600.00	600.00	600.00	600.00	600.00	600.00	600.00
A. Clifton	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Motion Picture Prod.	35.05	35.05	35.05	35.05	35.05	35.05	35.05
Barrymore	3,000.00						
Walton	1,500.00	1,500.00	1,500.00	1,500.00			
D.W.G.Ins. Premium	*10,000.00						
Transfer Account	1,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
U.A.T.Co. Payments							1,500.00
Other Ins.		546.00			2,250.00		
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March 1st, 1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
Birth Of A Nation		36443		
Love Flower		20		
A Woman's Secret		3325		
Judith Of Bethulia		4169		
Picture U-7			14910	8023
America		50871		
	0	94828	14910	8023

Positive Stock Used

Eastman	65781
Agfa	43957
	109738

Negative Stock Used

Regular 8,023 feet

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures
485 Fifth Avenue
New York City

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March 5, 1924.

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Bert:

Thanks ever so much for the very pleasant evening Mrs. Swarts and I spent at the performance of "America", for which you so kindly provided the tickets.

We had excellent seats and thoroughly enjoyed the picture.

Hoping to have the pleasure of seeing you in the near future and with kinlest regards, I remain,

Yours very sincerely,

Jesse

LES:RC

Mr. Gray: Sec.
To Mr. Griffith
44th Street Theatre.

My dear Sir:

"The Sowers" desire to thank you and Mr. Griffith for the courtesy and generosity you both extended us regarding your movie "American" on Wednesday evening Feb. 27th. It is a wonderful picture & we want you to know the "Sowers" & their friends appreciated & enjoyed it very much.

Cordially yours,
E. S. Lafferty
Cor. Sec.
of the "Sowers."

Nov. 4th 1924.
540 Park Ave.
New York City.

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NEW YORK CITY

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VANDERBILT 6110

March 4, 1924.

My dear Mr. Banzhaf:

I have your letter of the twenty-ninth together with enclosed copy of the letter which you wrote to Mrs. Nash.

Thank you for your courteous treatment of this matter.

With kindest personal regards and best wishes always, I am

Cordially

Sincerely yours,

Will H. Hays

Mr. Albert H. T. Banzhaf,
D. W. Griffith, Inc.,
130 West 42nd Street,
New York City.

March 4th 1924.

Mr. Chas. E. Godwin, Asst. Treas.
D.W.Griffith Incorporated,
Mamaroneck, N.Y.

Dear Mr. Godwin:

In reply to your favor of the 28th ult. enclosing a letter to Mr. Hiram Abrams together with statement and duplicate invoices arising out of costs of prints of "Judith of Bethulia", I beg to advise that I have taken this matter up with Mr. Abrams and he and Mr. Grey advise me that these items are to be paid by Mr. Grey. I have spoken to Mr. Grey about this and he states that he has the funds out of which to pay the same and will do so as soon as possible.

I am sending you herewith a copy of letter I have forwarded to him enclosing statement and invoices.

Very truly yours,

AHTB:MD
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BENEDICT, PENNINGTON & LITTLE
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 EAST 42ND STREET
NEW YORK

ALBERT H. T. BENEDICT
JOHN H. PENNINGTON
H. GLAY LITTLE

TELEPHONE
ORIGINAL 8080
CABLE ADDRESS
"BENEDICT"

March 4, 1924.

Mr. Albert L. Grey, Vice-President,
D. W. Griffith, Incorporated,
1476 Broadway,
New York City.

Dear Mr. Grey:

I am enclosing herewith original letter addressed to Mr. Abrams by Mr. Godwin under date of February 26, enclosing statement of some $3803.51 together with duplicate invoices for prints of "Judith of Bethulia" which amounts I understand from you and Mr. Abrams you are to pay to the Griffith Company out of receipts derived from the aforesaid picture.

Will you kindly take care of this matter in due course and forward a check therefor to Mr. Godwin?

Very truly yours,

Albert H. T. Benedict

AHTB:MD

45 East 62nd Street
New York City

March 4, 1924.

Mr. David Wark Griffith,
Longacre Building,
1417 Broadway,
New York City.

Dear Griffith:

Frank Hitchcock has made a criticism which I think excellent. It is this, that the scuttling away of Hancock and Adams leaves an unfortunate impression on the audience - their rabbit-like flight turning all enthusiasm cold. I've noticed it and heard about this impression. I think they might happily be cut out.

Again I feel that if Nancy really were a Virginia aristocrat she never would behave as she does in the House of Burgesses. I have heard this bitterly criticized. Never would such a girl assault an elderly gentleman on the floor of the house or anywhere else. I have felt that this as well as the gallery stuff was a grave mistake - raw, unconvincing, and without any artistic value.

Another criticism which has been made to me repeatedly concerns the slowness of action when Nathan and the Continental Major are in Ashley Court. The Major takes far too long to die. I agree with this.

I have heard many people wish for more of the Indian council fire and of the old Street in Boston. Again I agree with these critics.

You don't mind my saying this once more, do you.

I hope you are resting and I hesitate to disturb you with this letter.

Never mind, I am hurling bouquets at you in the World and Herald - but they are not nearly as gorgeous as they ought to be.

Sincerely yours,

718 W 17th St.,
Santa Ana, Cal.,
March 2, 1944.

Dear Alma:

Sister has been looking for a letter from you. It may be that in her complaining about Mr. Reed she has put you on the fence so that you hardly know how to write, so for that reason I will give you a little information and you can draw your own conclusions.

To begin with since I was sixteen Doctors have advised me to marry, whereas I have not been able to find the one I thought I could live with happily, there have been those who make good company. You know lots of men are

unable to go to town for
materials he brings them out
for me, or if I do go he
meets me and takes me
where I want to go, we have
dinner together down town
or at his mothers and then
home. He is as good as gold
to me and one of the few men
I could be with who would
not try to break my morals.
From the others I dare not ac-
cept a little affection, because
they fight for more. But Fred
is satisfied or at least willing
to hold me nice and comfy
and let it go at that.

At first I didnt care if I
never saw him again, but
I have learned to rely on him
to such an extent that I
think I am learning to care

interesting, pleasant, good speakers
you are generally, but when it
comes to straightforwardness, traits,
such as truth, love and tender-
ness for one woman only - ne-
gativity, patience and brave-
ry - you are "not there."

By these small tokens your
opportunities for meeting Mr.
"Right" are small, particularly
when you have health like mine.
I haven't been able to dance
or even sit through a show
for several months because of my back.
The result is I have not only
failed to make new acquaint-
ances but have tried to drop
those already made, with
the exception of one, and I
hold his because he has been
satisfied to be a business,
rather than a social friend.
I mean by that, when I am

for him, and I think that he is of a good family, nothing high brow or aristocratic, but good wholesome whole hearted people. In our family some of us received a good education, and some of us didn't, — it is the same in his. Even my own uncles whom we all think so much of learned much after they were of age, and much more after they married, (I imagine)

Fred is dead in love with me (I don't know why?) and is anxious to be all that I want him to be men as a rule do not take correction easily, but he surely does. Our likes and dislikes are very similar. We both like good music and he is more talented in

that time than I ever we like good plays, pictures, books, and we both heavily interested in Real Estate. We have gone together since last summer — and have never had a quarrel or been angry with each other. In spite of the fact that I haven't encouraged him to love me. He knows that I go with others when I am able, and that I'm liable to find some one that I like better, if so he has agreed to step out of the way quietly — what more can I ask? At least I'm not stepping headlong or loosing my head. At my request he has stopped love making, and is patiently

no desire to patch things up. She has a "sweetheart" whom she expects to marry when she receives her final papers.

This is a long story, but you will need to know the truth or I might better say (both sides in order to be of any help to Auntie in case she comes to you for comfort, as I feel sure she will. Because she is so terribly upset about him. I never see him except when I am able to get up and go out. I don't know what she would do if he were to come in the house. Yet she admits her father ruined her life because he didn't think anybody they knew was good enough to marry his

waiting for me to find myself. I believe most men are conceited enough to think that any woman they cared for would return their love if she would only let her self. At least that has been my experience, none of them had ever believed me when I said "I don't love love you."

Fred is about 23, has been married, received his divorce without witnesses or any difficulty, — he agreed to give $20 a month to the support of his seven year old boy whom his wife has. Her mother-in-law lived with them from the day they were married. Enough said! The wife is sorry for the wrong done him, — but neither have a love for the other and

laughter I am not have sights
dis-charged or anything like
that. Am better than I've been
for months. A nerve specialist
in S. A. is giving me iron and
something to make me sleep. The
result is I've been with out pain
for three days and its great to feel
that I'm really on the mend. My
work has fallen off considerably
though I haven't given it up en-
tirely. Have given a few lessons
from my couch keeping the
hot water bottles on my back
that holds the pain down by not
allowing me to get too tense. A man-
ufacturer in S. A. offered to stock me
if I'd take over a studio here that's
selling out, and I can hardly
keep from doing it but will have to
as I can't walk to the studio, —
six blocks is about my limit.
Shameful I know but soon it
won't be. Just as the flowers

for as the sun and grow in strength, as I am having and I just honour I'm going to get really well this time and not just patched up, I'm willing to go slow if need be for months and get a reserve force so that I can go to work, and get some where. My work is so fascinating it just plays, and everyone loves it so much. My pupils are just as dear and sweet as they can be. Most of them are teachers and we have real interesting times. Auntie enjoys them too.

Auntie is not overly keen to go to Ky. but I think she will be when the time comes

otherwise she is fine. Every one here is on my side — offering me their homes to entertain in, our next door neighbor took her for a ride from 3 till 6 one Sunday when I couldn't have seen him otherwise as I wasn't able to leave the house. So you see I can well afford to have you comfort her. If she'd only read some good books instead of novels she would understand life a bit better and would be happier.

Please excuse such a long letter, — but I couldn't stop. You are so big and broad minded its a pleasure

THE BRIEFER COLLECTION
BRIGHAM YOUNG UNIVERSITY LIBRARY

and believing it would be the
lots of good.

I'm sorry for her, she
means well, and she may
be having all her worry
about me, good for nothing.
I can't believe its right to
give him up because she
disapproves, still I do hate
to see her so unhappy about
it because she means it
for my own good. I've tried
to make her see it by being
cross, and submissive but
neither way works. If you
can help her by sympathy
condemning me or what
ever way you choose
to it; because she is very
unhappy about him,

to give you facts, because you always for our home to use them.

Lots of love to you and the uncles. If it isn't too much trouble phone my brother some time and tell him I said "hello", and that I'll write him a nice letter some day. If he inquires as to my health, say I am ~~better~~ getting along quite nicely.

Now I feel like we have had a lovely visit and thanks for your hospitality.

Yours
Ruth

718 W 6th

Don't scold Pauline or I'll never be free to tell my side again. She is wonderful in so many ways that I'm not a bit cross with her, but do wish she could be happier

G+H
199

March 8th 1924.

G.& H. Pictures Corporation,
Room 303, Longacre Building,
1476 Broadway,
New York City. Attention Miss C.M.Conway.

Dear Miss Conway:

This is to remind you that the Corporation's Income Tax Return for the year 1923 should be filed on or before March 15th if the fiscal or calendar year of the Corporation ended December 31st 1923.

Very truly yours,

R/G DM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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MEMORANDUM

Mr. Banshaf this 5th day of March 1924 delivered to Mr. Denis F. O'Brien Contract made between Mr. Griffith and Al Jolson which was signed by Mr. Griffith, also statement or report of interview had on this matter at Mr. Burkans office.

These were delivered to Mr. O'Brien for Mr. Malevinsky, with instructions to begin suit immediately against Jolson in the U.S. Court.

G.D.M.

March
Fifth
1924.

Mr. Elmer Clifton
% Clara Hyde
366 Madison Ave.,
New York, N.Y.

Dear Mr . Clifton:

We are enclosing herewith check in the amount of $600.00 to be applied on account.

Very truly yours,

Assistant Treasurer,
D.W.GRIFFITH INC.

CTG:GG
Encl.

My dear Mr. Griffith,

Through your generosity and that of Mrs. Gallaher, National Chairman Battle Films Committee, Daughters of the American Revolution, I had the pleasure of attending the première of "America" February 21.

I wish to express my appreciation of what you have done for the glory of our country. What an undertaking and what a success! I am sure we can see in your offering a real personal labor of love.

With every good wish for your continued success, I am

Very sincerely,
(Miss) Caroline W. Draper.

503 W. 121 st.
March 6, 1924

THOUSAND DOLLARS A DAY FOR FOUR YEARS

is said to be the contract which Al Jolson, the black-faced comedian, here making one of his records, has signed with the Brunswick Phonograph Company. This, if carried out, would mean $1,400,000 received by the end of the four-year contract.

(Times Wide World Photos.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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MORRIS P. SCHAFFER
COUNSELLOR AT LAW
1493 BROADWAY
NEW YORK
TELEPHONE BRYANT 4[illegible]

March 6, 1924.

Doctors Service Corpe v. Griffith (15934)

A. H. T. Benshaf, Esq.,
c/o D. W. Griffith Inc.,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:-

Your attention is respectfully directed to the above matter. This is a claim against D. W. Griffith Inc. in the sum of $815.00 for professional services rendered by Dr. Lemuel Caro, between the 14th day of September and the 30th day of September 1923, which account has been assigned by him to my client.

I have had some correspondence with Mr. Godwin assistant treasurer of your client's organization, who insists that the Harfford Accident and Indemnity Company are liable on their compensation policy to pay for these services. I have had correspondence with the Hartford, however, but they have not made payment and it is not my client's intention to get into a three cornered contest.

My instructions are to proceed with suit against D. W. Griffith Inc. As you are an officer of the company as well as an attorney I presume that you will accept service on its behalf.

I will be glad to hear from you by return mail.

Yours very truly,

Morris P. Schaffer

MPS:IC

The Boston Athenaeum
Beacon Street

March 7, 1924

Dear Mr. Dell:

The production of "America" will, I believe, become the most momentous educational and patriotic instrument of our time. In its broad and accurate scholarship, in its proper restraint and unfailing good taste it can be trusted to bring before the eye real living pictures of the great scenes of our history. It treats with appealing fairness on the one hand the stirring scenes in the British Parliament and the splendid courage of the advancing regulars at Bunker Hill, and on the other the terrible sacrifice and the bravery of the Americans.

I should like to have every school boy and girl see it, and I should hope that they would go away convinced that the achievement of Independence should be followed in our day by bonds of affection between the descendants of those who fought on both sides, at Bunker Hill and at York town.

Sincerely yours,

Charles K. Bolton

108A

EVJ
GUEDALLA, JACOBSON & SPYER,
SOLICITORS
Guedalla & Jacobson | Spyer & Sons
F. H. GUEDALLA,
E. H. J. JACOBSON, K.C.

TELEGRAMS: GUEDALLA, STOCK, LONDON
TELEPHONE: GUEDALLA, LONDON
TELEPHONE 2810 2811 2812 2813 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

7th March 1924

Messrs Banshaf & Pembleton,
130, West 42nd Street,
NEW YORK,
U.S.A.

Dear Sirs,

We beg to refer to our letters of the 31st August, 24th October and 13th November 1923 to none of which we appear to have received any reply.

We should be much obliged if you would kindly let us hear from you and if you would let us have the sum of £112-9-4, in respect of our charges delivered on the 31st August last, made up as under:-

	£	s	d
D. W. Griffith Incorporated	85	13	10
Orphans of the Storm	19	3	9
One Exciting Night	7	11	9
	112	9	4

We are, dear Sirs,

Yours faithfully,

Guedalla, Jacobson & Spyer

March
7th
1924.

A. G. Bernan Esq.,
THE ALLIED ARTISTS CORPN. LTD.
939 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Bernan:

1. Nothing unusual took place in the operation of the Offices.

2. No changes made in the personnel.

3. The Balance Sheet for February which will shortly go forward, will show a tremendous decrease in the weekly operating expenses.

4. The total business from each of the Branches, was as follows:

BIRMINGHAM	£276. 0. 0.	
CARDIFF	118. 0. 0.	
GLASGOW	498. 1. 0.	
LEEDS	274.10. 0.	
LIVERPOOL	297.10. 0.	
MANCHESTER	780. 2. 0.	
NEWCASTLE	75. 0. 0.	
IRELAND	98.10. 0.	
LONDON	913. 0. 0.	£3329.13. 0.

Total Cash Collections for the week,.. ..... £6139.17.11.

5. There is very little comment to make upon the week's business, except that it was very poor. However, with the deals pending, I am quite sure that this coming week will be a very good one and that you will not be disappointed.

Kindest personal regards.

Yours sincerely,

M. SILVERSTONE.

POSTAL TELEGRAPH — COMMERCIAL CABLES

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DELIVERY NO

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank

REFER REPORT ON CHECK

1 WEST 47 ST

NEW YORK

166NY BN 1158P7 VIA BAM RECD MAR 5 1924 (ABOKBA)

SYDNEY

LCO GREYGRIF

NY (D W GRIFFITH INC ROOM 303 1476 BWAY NEWYORK)

ROSE HUNDRED BABYLON FIFTY.

Rose Z 100 Rate 42550

425.50

3/17/24

3/10/24.

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices and not by DIRECT application to the sender.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 8th, 1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
Birth Of A Nation		27349		
Judith Of Bethulia		10		
Way Down East		19002		
A Woman's Secret		1039		
Picture U-7			4342	975
America		43523		
	0	90923	4342	975

Positive Stock Used

Eastman	47865
Agfa	47400
	95265

Negative Stock Used

Regular	975

D. W. G. MAKES ANOTHER STAR—MEET MR. NEIL HAMILTON

All-American Film Star Tells His Story

David Wark Griffith doesn't do it often, but when he does it, he DOES it.

You get what we're talking about, of course? You don't? Well, you oughta. Make movie stars is what we mean—make them out of human beings—even as you or I—who besides being very, very human are also possessed of certain and varied dramatic capabilities.

And now with Mary Pickford, Doug Fairbanks, Dick Barthelmess, Lillian Gish and Colleen Moore heading his made famous list, D. W. G. goes and does it again. Neil Hamilton, tall, handsome with deep penetrating brown eyes and luxurious brown locks, just now grown almost to shoulder length because of his part in "America," dashing white teeth, gorgeous dimple and—yes, girls, it's too bad, we know—a wife whom he adores, is Mr. Griffith's latest find.

If D. W. Griffith and an interviewer on the world's greatest morning newspaper have any sort of luck in productions of the future, Neil Hamilton is mighty soon going to win his way to the hearts of the most exacting and particular of movie fans. In plain words, he's gonna get YOU.

Real American.

Rudy Valentino and Ramon Navarro are all very well—perfectly grand, in themselves. So is Dick Barthelmess who happens to be a Griffith find—but they're of the Latin type, the two former being absolutely foreign and the latter of Latin descent. Even Tommy Meighan lays claim to Bonny Ireland. And right now comes a grand and glorious American boy, with the good old name of Hamilton to make movie thrillers truly thrilling.

If you've seen "America," there's no doubt but that you've already fallen for the handsome Neil. Indeed, you must have fallen for him when you saw "The White Rose," for it was then that D. W. made the discovery.

But here's another thing, fellow film fans, whether you've seen either of these pictures or not, you've stopped to admire Neil hundreds of times. You may have stared at Mr. Hamilton for an hour at a time during your daily strap-hanging period.

You're perplexed? You wonder if we're losing our mind? Well, listen in:

Ad Model.

Neil Hamilton has, despite his youth—he's only twenty-four—posed for everything under the sun from tooth-paste ads to overcoat, collar and hat ads. Then, besides this, he has been used as magazine cover and illustration model by artists of no less distinction than Harrison Fisher, James Montgomery Flagg, May Wilson Preston, James Preston and W. W. Browne.

Indeed, it was one of these prominent artists who first saw a film career for Neil—but this story's all his, and we've been telling it all without quotes. Here's to do our stuff in Neil's own words with our own many, many interruptions:

Eight Subtitles in Neil's Life.

Here are sidelights on the career of Neil Hamilton, D. W. Griffith's newest star:

1. Born in Lynn, Mass., in September, 1899.
2. Moved to New Haven, Conn., at seventeen. Lost job in factory.
3. Left for New York with $50 Liberty Bond, to seek stage career.
4. Got job in stock at $25 per week.
5. Posed for ads and illustrations.
6. Played extra parts in movies.
7. Married Mrs. Hamilton. Received employment with D. W. G. in "White Rose."
8. Played leading man part in Griffith's "America."

Worked Hard.

Neil: Why, I'm so happy I don't seem to get over it. Of course, I've worked mighty hard to get anywhere at all—but I really and truly never expected to get anywhere. You know this is my first interview, and I'm—well, I hope you understand.

Us: We sure do. But how did it all happen? Where were you born? Where did you go to school? What did you study? (Real stereotyped interviewer's questions, you know.)

Neil: I was born in Lynn, Mass., and brought up in the one-horse town of Athal. Went to high school there and soon after my graduation we moved to New Haven, Conn., where my mother and father still live. They've always been working people and their home is one of those old-fashioned little cottages with kerosene lamps and everything. Well, any way, once in New Haven, I went to work in a factory and was promptly fired because I couldn't do the work properly.

I took up my fifty dollar Liberty bond then—this was seven years back, you know—and made my way for New York. I really believe if my parents had urged me on I would have gone straight back home within a week, but as it was, mother said, "We're having chicken for dinner on Sunday, Neil. Be sure you're back early." When she said that I swore that the only way I'd be brought home Sunday was plain dead. I had always had a great hankering for the stage, and after gathering up sufficient nerve I applied for and to my astonishment was given a job with a Brooklyn stock company. After a couple of months I was made juvenile second to the leading man who was drawing $250 per week. I was getting $25. When all sorts of commendations came to me through the mail and in person I determined to ask for a raise, and I got one—$5. Pretty soon, the leading man having found more suitable employment elsewhere, I found myself playing leads at the enormous salary of $30 a week. (Here Neil paused for fear we might think he had talked too long and said too much.) So we said: "Go on, go on!"

The Spectacle Models.

Neil: Well, it was at about this time that somebody in the cast urged me to go to see some of the famous artists. I did and since then I've posed for everything under the sun—and it's a funny thing, but I've met many of the prominent movie stars through this field of endeavor. May McAvoy and myself—neither of whom wear glasses—made a public appearance together in an eye-glass ad that has been posted all over the country. In the meantime, besides continuing to play in stock, at the suggestion of several of the artists for whom I posed, I went out to the movie studios and played as an extra. Things went pretty well for me for a time, and when the stock company traveled to Toledo, O., I met Mrs. Hamilton who was then the youngest theatre manager in Toledo!

Us:—Oh, was she? Well—what—er—how did your romance come about?

Neil:—(to his wife who sat beside us all the while, gazing lovingly at him) You tell that, Elsie. Go on, you tell it.

Mrs. H.:—(blushing furiously) Well—well—he used to come to me for tickets—and that's all.

Us:—(extremely enthusiastic by this time) Come on now. Isn't there any more to it?

Mrs. H.:—No, that's all. (And that was that).

Us:—Tell us something else then. Tell us about your favorite sports, your favorite movie stars—your favorite—oh, anything, you know.

Neil:—Favorite sport—well it used to be job hunting. But now I guess I have to have a hobby, don't I?

Mrs. H. (laughingly): Horseback riding!

Neil (furiously): Heaven knows, it's not horseback riding. The first time I ever rode a horse was for "America," and I had some tough time of it, you bet. But—my favorites in movies—well, that's different. Mary Pickford and Lillian Gish are my women favorites. Dick Barthelmess is, and will always be, my favorite among the men.

Us: Do you know Mr. Barthelmess?

Neil: Well, yes. I do now. That question makes a story. I had seen Mr. Barthelmess many times, and incidentally worshiped him from afar 'way back when I never dreamed I'd do anything in movies. On the evening of the premiere of "America" I was as happy as a lark—even happier, I think, than I will be on the day to come, when I can have the barber cut off this crop of hair which I've stood since last August. As I walked out of the theatre, almost on air, people on all sides shook hands with me. I acknowledged their kindness, of course, and suddenly found myself, to my great joy, shaking the hand of Dick Barthelmess. And that's how I know him. But, of course, my greatest favorite in the movie game is David Wark Griffith. If I ever get anywhere in the land of the silver sheet I'll owe everything to D. W. Griffith.

D. W. Hires Neil.

Us: How did you get in with Mr. Griffith? That's what we want to know.

Neil: Well, that makes a story, too. This happened a year and three months ago. I had just lost my job in the stock company because the next two plays required an older man. In one week's time I was going to be married to the lady who is now Mrs. Hamilton. So, of course, I had to get busy. I applied for jobs in two pictures—one with another company, one with Griffith, who was about to make the "White Rose." Friday night came, and I hadn't heard a word from either company and my marriage was scheduled for the following Monday. I can tell you I was worried. Well, on Saturday night, just as fate would have it, I received offers from both companies. Mr. Griffith requested that I see him that night, but I told him it was impossible as I was expecting the lady whom I was about to marry, and couldn't leave her alone. Just imagine me—out of employment, about to be married—putting off the great D. W. Griffith—till the following Thursday, but that's what I did. And after that, I was accepted for the part of the grocer boy in "The White Rose." And so, that's the story.

Us: Good story, too! Of course, Mr. Hamilton, you live in Manhattan—probably right near Broadway where you can be in sight and hearing of everything going on in the theatrical world.

Neil: Well, I should say not! That's not for us. We live 'way up in Pelham, where it's nice and quiet and not congested, and Mrs. Hamilton and I like it enormously.

And this about concludes the tale of the beginning of D. W. Griffith's newest star.

(Other picture on page 1)

Three closeups of Neil Hamilton.

Neil Hamilton and Carol Dempster in "America."

Neil Hamilton reads copy on his interview.

(NEWS photo)

GRIFFITH'S NEWEST FIND.—Famous, among other things, for his ability to dig up embryonic film stars, D. W. Griffith has added another to the lengthening list of his discoveries in the person of Neil Hamilton, the handsome gent who does much to make "America" the spectacle it is. Hamilton, shown above with his pretty wife, had achieved no greater fame than posing for toothpaste and collar ads until Griffith discovered him.

—Story on page 5.

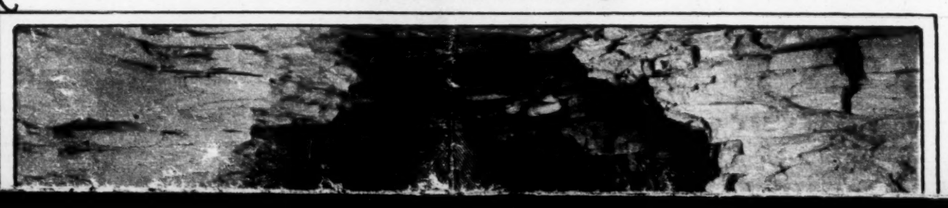
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
LIBRARY OF MODERN ART DRAM LIBRARY

NEW OFFERINGS IN THE THEATRICAL WORLD AND OTHER PICTURES

Signing the Declaration of Independence. From the Latest Great Work of D. W. Griffith, "America," Now at the Majestic Theatre. Many of the Wonderful Scenes in "America" Were Made Around Boston

Geneva Price, Madelyn Killien, Ruth Conley and Bee Trevor in the Greenwich Village Follies at the Shubert Theatre Tomorrow Night



THE FILM DAILY

The BRADSTREET of FILMDOM — The RECOGNIZED AUTHORITY

Vol. XXVII No. 57 — Monday, March 19, 1928 — Price 5 Cents

Deals at Metro

Final Disposition Awaiting Attention of Marcus Loew Who Returns form South Today

Marcus Loew returns from a vacation at Palm Beach today. Among the matters that have accumulated during his absence are two deals concerning the distribution of a new series of pictures.

One director is Hobart Henley, who recently signed a contract with Louis B. Mayer. The other is Robert G. Vignola who has formed his own producing unit and has purchased "Mrs. Paramour," by Louis Joseph Vance as his possible first story. The negotiations with the latter have been pending for some weeks.

Loew will head a party that will attend the opening of the State theater, White Plains tonight. The house will operate under a vaudeville and picture policy. The Strand in White Plains is scheduled to open on Thursday with a straight picture policy.

Sailings

The outgoing Berengaria on Saturday had a number of film people aboard including the following:

J. R. Bray who intends conferring with H. G. Wells on the production of "The Outline of History."

Myron Selznick and Marjorie Daw who go to London to start work on "The Passionate Adventurer."

Francis X. Bushman, bound for Rome to appear in "Ben Hur."

Fritzsche Coming From Berlin

(Special to THE FILM DAILY)

Berlin—K. J. Fritzsche, of the Trans-Ocean Film Co., leaves for New York on Thursday, taking with him prints of several pictures made here. Fritzsche will also line up American pictures for sale in European countries.

Lease Space at Fairbanks' Plant

(Special to THE FILM DAILY)

Los Angeles—The Pickford-Fairbanks studio will be turned over to outside producers until their return from Europe. Frank Woods at present is making a picture for Hodkinson there.

Carewe Unit Returns

Edwin Carewe arrived in New York Saturday on the Paris. With him came the company that made "A Son of the Sahara" in Africa and in Paris.

T. N. T. Try to get in. Astor.

Hampton Plans Two

To Re-Make "The Barrier" and "The Auction Block"—Goldwyn Will Probably Distribute

Jesse L. Hampton expects to leave for the coast in a few days to prepare for the re-filming of two Rex Beach stories, "The Barrier" and "The Auction Block." The former was originally handled through Selznick and the latter through Goldwyn. The first to be made will be "The Barrier" which Hampton plans to shoot at Couer d'Alene, Idaho, as soon as the snow melts. Final distributing arrangements have not been made but it is understood that the pictures will be released by Goldwyn-Cosmopolitan which is handling "The Spoilers."

Brenon to Direct Meighan

Tom Meighan is shortly to take a three weeks' vacation, during which time Herbert Brenon will work on "The Mountebank." When Meighan's vacation is over, work will be started on "The Alaskan," with Brenon directing. Victor Heerman was originally scheduled to direct this picture.

Busy At Fine Arts Studio

(Special to THE FILM DAILY)

Hollywood—Production of comedy subjects for Educational is going full blast at Fine Arts where Mermaid, Hamilton, Cameo and Juvenile comedies are made.

"Regal Week" for Canada

(Special to THE FILM DAILY)

Toronto—Regal Films, Canadian distributor of Warner, Metro, Goldwyn-Cosmopolitan, Pathe, Selznick and Welsh-Pearson, will hold a Regal Week March 24-29.

Bruce To Tour West

Robert C. Bruce, who recently completed a tour of the Educational exchanges east of the Mississippi, will leave in a few days for a tour of Western territory.

New Christie Director

(Special to THE FILM DAILY)

Hollywood—Gil Pratt has joined Christie and will direct the next Bobby Vernon comedy.

Stewart Succeeds Kearney

Lem Stewart is again manager of the theater advertising department of Famous Players, succeeding Pat Kearney, resigned.

Seastrom's Next

Victor Seastrom's next picture will be "The Tree in the Garden" by Edward C. Booth.

Zukor Angling For Doug and Mary; Chaplin and Griffith in Doubt

Paramount's Power as Producing Unit Pointed Out to Fairbanks —Tie-up Would Eliminate Worry of Finance—Indications Point to Scrapping of United Artists

On excellent authority it can be stated that the final disposition of the United Artists situation will be made in the following manner:

Douglas Fairbanks and Mary Pickford are expected to enter upon a producing alliance with Famous Players.

Charlie Chaplin is expected to continue his present method of sporadic production, paying little attention to actual distributing arrangements until his pictures have been completed.

D. W. Griffith may go abroad to produce there for a time. His future plans are perhaps the furthest from settlement of any of the entire "Big Four" group.

It seems likely that United Artists will be scrapped. Hiram Abrams' contract expired last November, it is understood, and despite the fact that he made two trips to the coast relative to a renewal, this fact has not occurred.

In the discussions understood to be under way—and there are discussions despite the complete reticence of all parties concerned—the tremendous power, financial and otherwise of the Paramount organization is said to have carried some weight with Fairbanks.

He is said to have experienced the same difficulties that have beset practically every other independent producer of motion pictures: the problem of proper financing. It is understood on unquestioned authority that "The Thief of Bagdad" cost close on to $1,900,000 to produce. This high cost does not include what Fairbanks would ordinarily draw in the way of salary for his services. The tie-up on exploitation made with Morris Gest will run into an additional sum of money that is far from insignificant.

It has been pointed out that all of these worries will be eliminated were he to work in conjunction with Famous Players. The publicity and exploitation angle has caused the "Big Four" members much concern. They feel that their pictures have not been handled the way they should. The point has been made that finances, advertising and complete aid in production would be vital factors in a production alliance with Zukor. The

(Continued on Page 2)

Coast Talking of Changes

(Special to THE FILM DAILY)

Los Angeles—One of the topics avidly discussed here is the United Artists situation. It seems to be taken for granted that the company will disband with Fairbanks, Miss Pickford and Charlie Chaplin allying themselves with Famous.

Fox Signs Dorothy Mackaill

(Special to THE FILM DAILY)

Los Angeles—Dorothy Mackaill has been signed by Fox for the featured role in "The Man Who Came Back," Emmett J. Flynn's first picture under his new Fox contract.

To Star Alice Joyce

Through Rebecca and Silton, Alice Joyce will be starred in "The Passionate Adventurer," to be made in England for Selznick. Miss Joyce sails on the Adriatic March 15.

Gilbert Finishing With Fox

(Special to THE FILM DAILY)

Los Angeles—Jack Gilbert has one more picture to make under his Fox contract. After that he intends free lancing.

Schulberg, Cosman, on Coast

(Special to THE FILM DAILY)

Los Angeles—Arrivals from the East include B. P. Schulberg of Preferred and Jack Cosman of Agfa.

Intimate Acts. T. N. T. March 29.

THE FILM DAILY

Vol. XXIII No. 57 Monday, Mar. 10, 1924 Price 5 Cents

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London Representative—Ernest W. Freeman, The Film Repter, 15a Shaftesbury Ave., London, W. 1.

Central European Representative—Internationale Filmschau, Prague (Czecho-Slovakia), Wenceslaus.

Incorporations

Sacramento, Cal.—Capital Pictures Corp., Sacramento. Capital $500,000. Incorporators, L. A. Naify, V. Foley, C. F. Boyle, J. J. Henderson, N. F. Douglass, all of Sacramento.

Sacramento, Cal.—Pacific Amusement Corp., Los Angeles. Capital $20,000. Incorporators, E. C. Bostwick, Helen De Recat and J. C. Howard, all of Los Angeles.

Sacramento, Cal.—Golden West Films, Inc., San Francisco. Capital $50,000. Incorporators, Niles G. Hyatt, W. J. Wigmore and W. G. Guthrie, all of San Francisco.

Dover, Del.—Potomac Supply Co., Wilmington. Capital $50,000.

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Zukor Angling

(Continued from Page 1)

same circumstances apply to Mary Pickford.

There seems to be some doubt about Chaplin and what he would do. He has contributed only one picture to United Artists, "A Woman of Paris." Those familiar with the manner in which he works are inclined to think that he may be disregarded as an important factor so far as quantity production is involved. It will be recalled that when he made "The Kid," he came East and then made a separate agreement with First National for its distribution. He is expected to make pictures on a now-and-then basis without any particular concern over the distributing medium.

There appears to be a doubt of how Griffith could fit into the Paramount organization, if at all. Griffith is an expensive director. In view of the manner in which he develops his pictures and conducts his producing organization, the doubt is advanced as to whether or not he could or would work as an organization director. His plans are very indefinite. He is known to deem it highly desirable to arrange his affairs so that the worry connected with proper financing would be removed. Several offers have been tendered him to direct abroad and it is not at all improbable that one may take him to England. Incidentally, the offer made by William Randolph Hearst is still standing.

Adolph Zukor was reported in conference when an effort was made to communicate with him on Saturday. No one at the Griffith offices cared to talk about the matter. "Doug" Fairbanks is on record as maintaining a strict silence. Hiram Abrams has decided not to air what he calls his personal affairs in the public prints. Nathan Burkan, Chaplin's attorney, could not be reached.

Athenian M. P. Co. Starts First

(Special to THE FILM DAILY)

Gulfport, Miss.—The Athenian M. P. Co., of Los Angeles says it will produce a picture here with local talent.

H. J. Muller Promoted

H. J. Muller has been promoted from comptroller to secretary to President W. C. J. Doolittle of Selznick.

On Broadway

Broadway—"The Hill Billy"
Brooklyn Strand—"The Hunchback of Notre Dame"
Capitol—"The Great White Way"
Cohan—"The Ten Commandments"
Cosmopolitan—"Yolanda"
Criterion—"The Covered Wagon"
Forty-Fourth Street—"America"
Loew's New York—Today—"Name The Man"
Tuesday—"Drums of Jeopardy" and "Mile A Minute Morgan"
Wednesday—"Pied Piper Malone"
Thursday—"The Blizzard"
Friday—"The Fool's Awakening" and "Not A Drum Was Heard"
Lyric—"Thy Name Is Woman"
Rialto—"Happiness"
Rivoli—"A Society Scandal"
Strand—"Flowing Gold"

Next Week

Broadway—"The Hunchback of Notre Dame"
Brooklyn Strand—"Flowing Gold"
Capitol—"The Great White Way"
Cohan—"The Ten Commandments"
Cosmopolitan—"Yolanda"
Criterion—"The Covered Wagon"
Forty-Fourth Street—"America"
Lyric—"Thy Name Is Woman"
Rialto—Not yet determined
Rivoli—Not yet determined
Strand—"Lilies of the Field"

Election of Officers Tuesday

The election of officers for the coming year of the Loew-Metro Club will be held at the next regular monthly meeting, Tuesday.

Returning to Film Work

Wilfred Lytell has returned from Washington, where he completed a stock engagement, and will soon resume picture work.

George Fitzmaurice
Director
CYTHEREA

New Mermaid Unit

(Special to THE FILM DAILY)

Los Angeles—Production of Jack White two-reelers has necessitated the formation of an additional company to make Mermaid comedies featuring Lee Moran. Robert Kerr is the director.

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...ason, and a guide to win all the duties of life.—*Addison.*

THE INQUIRING PHOTOGRAPHER

Every Day He Asks a Question and Photographs Those Questioned

THE NEWS will pay $5 for every question submitted and used in this column. Today's award goes to Josef H. Berliner, 318 East 164th street.

THE QUESTION.

Who, in your opinion, is the greatest director of motion pictures?

THE PLACE.

Quincy street and Broadway, Brooklyn.

THE ANSWERS.

Leo Fulton, West Eighty-first street, manager: "D. W. Griffith is [illegible] above every other motion picture director we have. What he originates every one else follows. No picture he has produced ever failed to be highly praised by critics and appreciated by movie lovers."

Miss Minerva Hubbell, Eighty-seventh street, Woodhaven, L. I., telephone operator: "My favorite director is Cecil De Mille, and I think he is also the most capable director. He it is who directed the 'Ten Commandments,' recognized as one of our finest pictures."

Edward Metzger, Grove street, Brooklyn, book distributer: "No one can compare with Griffith, not even De Mille, great as he is. It is so recognized in the industry. What Griffith attempts he will always make a success of. He has more imitators than any other director."

Miss Stella Morton, Quincy street, Brooklyn, performer: "As an all-around director Griffith is the best. Every motion picture man will tell you that. He is more thorough, gets more of the necessary detail in his work, and knows how to appeal to every class."

H. B. Smith, Linden avenue, Flatbush, furniture: "There are only a few great directors. The only ones I would mention are De Mille, Griffith and Thomas Ince. I guess it would be safe to say that De Mille is at the top of the list, although that is a matter of opinion."

Miss Maybelle Berkmeier, Schaffer street, Brooklyn, musician: "Griffith, of course. To compare any other director to him is like comparing a dramatic actress to Norma Talmadge. He is far ahead of any one else in ideas and ability. I never miss his pictures."

HOW TO PAY THE BONUS

(Copyright, 1924, by The Chicago Tribune)

VOICE OF THE PEOPLE

POSTAL WAGE PLAN.

New York city: Why not increase the present 2-cent postal rate to 3 cents (not disturbing other rates) to give the postal employes a much needed and deserved increase? It's a mighty poor business, government or private, that can't meet its payroll coming from reasonable wages for adequate services rendered. There isn't now, nor has there ever been, a good reason why the postal department should have a deficit.

E. W. DEAN.

PUBLIC MENACES.

New York city: As the pool hall is a menace to young men, so is the public dance hall to our young women. Both are breeding places of practically every phase of crime. Commissioner Glatzmayer deserves much credit in his determination to close the more vicious dance halls, yet I should think some of our ministers would hang their heads in shame. Rather than lend their assistance to such commendable work, some of them—a minority, thank goodness—seem to prefer to seek publicity through what they elect to term modern translations of the Bible. We don't need theories today. We need constructive work.

Mrs. HELEN SHARPE.

IMMIGRATION PLEA.

New York city: Those opposing the Johnson immigration bill do not appeal to me as all-American. Apparently foreign money is in use to fight the measure, this, quite naturally, being showered upon some of our questionable politicians in Washington. Check immigration from southern Europe and there will be less violation of laws in this country. R. L. THOMPSON.

THE SUCKER LIST.

New York city: Isn't it strange that when one goes in search for suckers he comes to New York? Now we are under the spell of seers. To me, this looking into the future, or solving enigmas, is nothing more than keeping abreast with the news and using common sense. Telling one's future is in knowing the person, his traits and weaknesses. The rest is easy—simply follow the dictates of human nature.

MARIE C. FARRELL.

EVIL OF LOW WAGES.

Newark: Judge Cropsey is right when he states that something must be done to guide our young men. One of the most effective guides would be to give them decent or commensurate wages. For instance, a messenger in a recent Wall street robbery stated he received $14 a week. Is that amount commensurate with his work and responsibilities? Hardly. Let these moneyed men pay fair wages and they'll have less trouble and worry as to watching their employes.

G. WHITTLESEY SMITH.

SUBWAY SMOKERS.

Bronx: Regardless of what has been said and done, the practice of smoking in subway stations and trains seems to be on the increase. Smokers apparently disregard no smoking signs because said signs fail to say positively. I know of a whole lot more pleasant things than to be jammed against a man with a lighted cigar or cigarette. Can't something be done?

FRANCES TEICHMAN.

SMILES FOR MR. SMITH.

New York city: Mr. Smith, creator of The Gumps, deserves endless commendation for the creation of a cartoon combining education and humor. His funny similes, the wonderful lessons taught and the educational qualities contained in The Gumps combine in making the cartoon the most talked of and appreciated in the entire country.

NATHANIEL H. BORAH.

ERA OF REFORM.

New York city: If we have many more degenerate reformers we will be on the start of a revolution. I am an ex-service man and they pulled one over on us while we were protecting these same reformers. Now they are trying to force us on our knees. A man like Hudson Maxim should practice what he preaches. At least let us make up our own minds as to coffee, etc.

JERRY ROSS.

A Thought For Today.

The better part of valor is discretion. —*Shakespeare.*

DAILY NEWS
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March 10th 1924.

Mr. Chas. F. Godwin,
D.W.Griffith, Inc.
Mamaroneck, N.Y.

In re: Vincent Farrar (Rubenstien vs. D.W.Griffith, Inc.)

Dear Mr. Godwin:

You will remember that you were going to send me all the correspondence in your files regarding the above matter. Inasmuch as this matter is now up for adjustment, we will appreciate a very early receipt of the same.

Very truly yours,

H. Clay Littick

HCL:MD

March
10th
1926.

A. G. Burman Esq.,
THE ALLIED ARTISTS CORPN. LTD.
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Burman:

1. Nothing out of the ordinary occurred in the operation of the Offices.

2. Mr. George Birley, Manager of the Birmingham Office resigned as he could not obtain satisfactory business. Although this current week, Birmingham did £770, practically all of it was taken in the London Office.
Mr. Paul Seligman, who originally worked Birmingham for us as you know, pleaded to be given an opportunity to manage that Office and gave his assurance that he would work very hard to make a success of it. In view of the fact that Mr. Seligman thoroughly understands our policy and is quite familiar with the territory, I am giving him another opportunity and he starts in this morning as Manager of the Birmingham Branch at a salary of £20 per week.
Will you therefore be good enough to make this correction in your list.

I am very carefully watching the Midlands which has always been our prize territory and shall continue to watch it so that we do not fall down there.

3. As previously advised, the Expenses are computed monthly.

4. The total business for this week from each of the Branches was as follows:

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LEEDS	1[illegible]. 0. 0.
LIVERPOOL	[illegible]. 0. 0.
LONDON	1[illegible].10. 0.
MANCHESTER	334. 0. 1.
NEWCASTLE	[illegible].10. 0.
IRELAND	[illegible].10. 0.
	£ 6084. 0. 0.

The Cash Collections for the week amounted to..... £ 6485.14. 0.

5. Glasgow was the only Branch that fell down. Conditions are not so bright up in that territory, with the result that I am sending Major King up there tonight to go carefully into the whole situation. ROSITA has already played at the Coliseum, Glasgow, and I am writing about same under a separate letter.

6. It looks fairly hopeful that the Entertainments Tax on seats under 2s.0d. might be removed. However, you never can tell what a legislative body will do. If the Bill does go through, it will be a tremendous help to the industry in general. If anything develops along these lines, I will let you know.

Kindest regards.

Yours sincerely,

M. SILVERSTONE.

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I repeat: Transaction is with Banca Commerciale Italiana stop As this month new Board of Administrators is being formed for the cinematographic section whose administrator will be person with whom I have reached full understanding stop Griffiths presence opportune and surely yours here will be required around April fifteenth for conclusion transactions

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Berlin SW.48

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TRANSOCEAN FILM CO.G.M.B.H.

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Transocean Film G.m.b.H. Berlin

TRANSLATION.

11th March 1924.

Messrs.
Helios Film G.m.b.H.
B E R L I N. S.W.48.
Friedrichstrasse 207.

re. "Intolerance"

On behalf of Messrs. Mark Producing Corporation, New York, we herewith confirm having sold to you the exclusive rights of the D. W. Griffith Film:-

"INTOLERANCE"

for the monopoly territory of Germany, according to the present frontiers, incl. the Free State of Danzig, the Memel district and the Saar district, at a price of:-

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This amount is payable as to $2,000. as deposit, immediately, and the balance of $1,500 when taking over the first copy.

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In the event of one of these copies being destroyed thro' Force Majeur, we ~~being~~ bind ourselves to deliver to you a substitute print, in accordance with our conditions of monopoly and delivery, provided you can prove to us the destruction of the print in question.

It is known to you that the aforementioned film, was illegally exhibited and partly exploited in the occupied territory, after the War. We, however, declare herewith expressly, that we will take over no guarantee for any infringement of monopoly rights in the present occupied territory.

The Germany Censor charges, contingent and compensation go to your a/c.

No Censor clause is agreed upon and therefore claims on your side for the refund of the payments made, on account of the whole or part of the film being prohibited by the Censor, are useless.

Transocean Film Co. G.m.b.H. Berlin

/S. Helios Film G.m.b.H. Berlin. 11th March 1924.

Our usual conditions of monopoly and delivery are set-down inthe attached enclosure, to the acknowledgment of which you are bound thro' the purchase of the afore-mentioned film.

Yours faithfully,

TRANSOCEAN FILM CO. G.m.b.H.,

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. GARRIGA
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

JOSEPH M. HARRAUTH
ARTHUR E. WALSH
EDWARD C. RAFTERY

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IN RE OXMAN v GRIFFITH

March 11, 1924.

Mr. Albert H. T. Banshaf,
150 West 42d Street,
New York City.

My dear Mr. Banshaf:

Your letter of February 5, enclosing copy of letter received by you from Aetna Life Insurance Company, dated January 22, was forwarded by me to our correspondent, Mr. Hoy, in Boston. It is quite evident that so far as the United Artists Corporation is concerned, this matter was entirely disposed of and closed.

We are today in receipt of a letter from Mr. Hoy, which says:

> "I do not understand your letter of February 9th or the situation as disclosed by Mr. Banzhaf's letter of February 5th.
>
> "On October 17, 1923, you sent me the writ served upon the Boston office of the United Artists Corporation in an action begun by one Mary J. Oxman v D. W. Griffith, United Artists Corporation, alleged trustee. On December 8, 1923, I sent you a certificate of non-entry in this case 'also the original papers which you sent me so that you will have records showing the matter has been thus closed.'
>
> "Why wouldn't it be a good idea to get from the Aetna Life Insurance Company copies of its records showing of what case the settlement was made in May of 1923 because certainly the case which we were dealing with was a case which was started sometime in October of 1923."

We do not see any necessity of giving the matter any further attention as nothing is to be accomplished thereby.

With kindest personal regards,

Yours very truly,

Arthur F. Driscoll

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. DRIVER
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
LAWRENCE L. CASSIDY
JOSEPH W. MAGRAUTH
ARTHUR K. WALSH
EDWARD L. RAFTERY

MALEVINSKY & DRISCOLL
LAW OFFICES
CHAMBER OF COMMERCE BLDG. THREE HUNDRED
NEW YORK CITY

179

IN REPLY REFER TO

March 18, 1924.

Mr. Albert T. Banshaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banshaf:

I am going South Saturday and will not be back until the 14th of April. I would like to take up the matter of the action against Jolson with you before I leave, if convenient to you. Could we get together sometime Friday?

With kindest personal regards,

Yours very truly,

M. L. Malevinsky

MLM:AD

ALBERT M T HANEMAF
130 WEST 42ND ST
N Y C 26 FL

THE FILM DAILY

The BRADSTREET of FILMDOM — The RECOGNIZED AUTHORITY

VOL. XXVII No. 59 Wednesday, March 13, 1929 Price 5 Cents

RUMORS

By DANNY

And such. Galore and muchly in profusion. As to what will happen at—and with—United Artists. With telegrams from Doug and Mary saying it isn't so. And "we are perfectly satisfied with the personnel of United Artists," etc. Yes, yes. But—

The trouble is that when you're looking at lillies. And onions. In Bermuda. The cogs slip, and something happens. But the talk—and it is chiefly *schmoos*—has no different background today than it had months ago. And it all gets back to this:

You cannot operate a distributing machine profitably with one or two new pictures a year. No matter how big, or how good they are. And with United it can be little different than with any other distributing machine. Even if Hi Abrams can get more for his product than any one else in the business. You can't run a saw mill without logs. You can't run a distributing machine without pictures. And there you are.

The irons in the fire will be straightened out soon. Meanwhile there must of necessity be a lot of idle chatter. Some of it "broke" Monday in the little old paper. That Famous might get Mary and Doug. Bunk. Not a chance. Not at this time, anyway. There are many reasons for this. Don't ask what they are. It isn't your business. It's Zukor's and Doug's and Mary's.

Down in Bermuda they have a new way of showing features. Only one machine—run two reels before changing. Then at the end of the sixth reel they insert advertising slides for five minutes and then bring on the final reel. Break up the sequence at the most important point.

But don't care. The advertiser's pay. And only visitors attend — usually. But it's sure hell to the picture. They did it with Mary Philbin's "Fools Highway." It was

(Continued on Page 2)

Rowson Closes Deal

Buys MacLean Prod. for England —Sails for Home Next Week

Contracts were signed yesterday by Harry Rowson, president of the Ideal Films, Ltd., and J. S. Woody, general manager of Associated Exhibitors, Inc., by which the British rights to all Douglas MacLean productions were taken over by Ideal.

Rowson is taking prints of "Going Up" and "The Yankee Consul" back with him when he sails next week. He is making an effort to have Mac Lean come to London for the premiere of one of the pictures, and it is possible that the star will accept. Rowson hopes that he can then induce MacLean to film "Charley's Aunt" in England.

New T. O. D. C. Corporation

(Special to THE FILM DAILY)

Albany—The Theater Owners Dist. Corp. of Manhattan has been formed here by T. F. MacMahon. The papers list 1,000 shares of common stock, no par value.

The Theaters Owners Dist. Corp. was originally formed in Delaware with a capitalization of $5,000,000. W. A. True, chairman of the board stated yesterday there was no special significance in the formation of the new company.

Trio Exchange Opens Today

About twenty local film men including Jack Cohn and Bobby North leave for Washington today to attend a dinner at the Washington Hotel that will mark the opening of the Trio Prod. in that city. Trio is a combination of De Luxe, Masterpiece and 20th Century Films, all Philadelphia state right operators who have formed the new exchange to serve the Virginia, the District and Maryland territory.

Vitagraph Confabs on Coast

(Special to THE FILM DAILY)

Los Angeles—Albert Smith, George Smith and J. Stuart Blackton are conferring on the production of "Capt. Blood" which will be placed in work in April.

Beatty Still With Preferred

At the Preferred offices yesterday its was denied that Jerome Beatty had resigned as advertising and publicity manager. He has a contract which runs for several months.

T. N. T. Popularity Contest, Astor, March 29.

Anniversary Luncheon

In anniversary of the year's run of "The Covered Wagon" at the Criterion, officials of Famous Players yesterday tendered a lunch at the Ritz to critics of the fan, general and trade press.

A. M. Botsford acted as toastmaster and proved unusually witty. Among the speakers were Ernest Torrance, Dr. Riesenfeld and Jesse L. Lasky, who recounted some of the experiences of the troupe in making the famous picture, ending with a delightful tribute to James Cruze the director. Much of what he told the crowd was related in an article which appeared in this publication some time ago captioned "The Inside Story of the Making of 'The Covered Wagon.'"

Revamping T. O. C. C. Constitution

The T. O. C. C. constitution is being changed to meet changed conditions in the organization. Plans are progressing for the acquistion of a clubhouse in the film district which will be thrown open to everyone connected with the industry. One class of membership will take in exhibitors, another group will embrace exchangemen, architects engaged in theater construction, trade press and the like while a third will include out-of-town exhibitors whose membership will entitle them to use the clubhouse while in New York.

Inspiration Won't Star McAvoy

The original plan of Inspiration to star May McAvoy, following her appearance in support of Richard Barthelmess in several pictures will not be carried out. Miss McAvoy is at present on the coast to appear in "The Inside Story," William de Mille's new picture and will later appear in "Tarnish" for Samuel Goldwyn.

Cloakey Joins Universal

(Special to THE FILM DAILY)

Ottawa—Oral D. Cloakey, manager of the Regent theater has resigned to become director of exploitation for Universal's West Coast theaters. He will make his headquarters in Los Angeles.

Badger to Direct Taylor

Clarence L. Badger is in town to secure some scenes for "One Night in Rome," Laurette Taylor's next picture for Metro. It will be completed on the coast.

Metro Convention in May

Metro will hold its annual sales convention in May. The dates have not been set but the meetings will in all likelihood run four or five days.

"J. D." After Lloyd?

His Coast Visit Revives Reports of a Deal for Distribution of Harold Lloyd's Pictures

(Special to THE FILM DAILY)

Los Angeles—J. D. Williams is here from the East.

The visit of Williams to the coast has revived gossip of a possible deal between him and Harold Lloyd concerning the distribution of the latter's pictures. The report has been talked about occasionally for some time past.

However, in view of the fact that Ritz-Carlton has not announced its own releasing plan, it is not held likely that any tie-up between the two will result.

It is understood that Lloyd has two more pictures to make for Pathe. John C. Ragland, Eastern representative for Lloyd, is now on the coast where he will probably remain for some weeks.

"Girl Shy," the new Lloyd picture will be released nationally on Easter Sunday, April 20.

Deny Affiliation With Famous

The denial made by Douglas Fairbanks and Mary Pickford of any affiliation with Famous Players which arrived too late for publication in yesterday's issue points out that neither one is considering making any new alliances. The statement declares that Miss Pickford has been conferring with Adolph Zukor relative to her old Artcraft pictures of which she still owns a fifty per cent interest.

Will Split Affect "Potash"?

Victor M. Shapiro of the Samuel Goldwyn organization said yesterday he was uninformed of the effect of the reported split between Barney Bernard and Alexander Carr on the production of "Potash and Perlmutter in Hollywood" for which both were slated. The team is said to have come to the parting of the ways because of differences in temperament.

Principal Has New Releases

Principal Pictures announce a new group of five releases for state rights distribution. They are "Daring Youth," "The Good Bad Boy" and "Beggars on Horseback," all produced by Bennie Zeidman; "Listen Lester" and "The Masked Dancer."

Blumenthal Sails Today for N. Y.

(Special Cable to THE FILM DAILY)

London—Ben Blumenthal leaves today for New York. He has booked passage on the Olympic.

T. N. T. Get Your Ticket. Astor. March 29.

The Film Daily

Vol. XXVII No. 10 Wednesday, Mar. 12, 1924 Price 5 Cents

Copyright 1924, Wid's Film and Film Folks, Inc. Published daily except Saturday, at 71-73 West 44th St., New York, N. Y., by WID'S FILMS and FILM FOLKS, Inc. (Incorp.) Hannenberg, President and Editor; J. W. Alicoate, Treasurer and Business Manager; Maurice D. Kann, Managing Editor; Donald M. Mencreath, Advertising Manager. Entered as second-class matter May 21, 1918, at the post office at New York, N. Y., under the act of March 3, 1879.
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Central European Representative—Internationale Filmschau, Prague (Czecho-Slovakia), Wenzelplatz.

Quotations

	High	Low	Close	Sales
East. Kod. .	110¼	109½	109½	300
F. P.-L. ...	70	68⅜	69¼	5,700
do pfd.			Not Quoted	
Goldwyn ..	10⅛	10⅛	10⅛	300
Loew's	17¼	17⅛	17¼	400
Warner's ..	11½	10	10	500

RUMORS

(*Continued from Page 1*)

shameful. But even at that they couldn't hurt this peachy picture. Don't think Mary Philbin isn't there. "Merry-Go-Round" was not a flash. She delivers again. Picture a bit too long. Needs trimming.

See "Morrie" Gest is handling the advance publicity for "The Thief of Bagdad." "Morrie" is one of the highest priced men in his line.

Urson and Iribe to Co-Direct

(*Special to THE FILM DAILY*)

Los Angeles—Frank Urson and Paul Iribe will co-direct Leatrice Joy in "Changing Husbands," her first starring picture for Famous.

"Secrets" for Coast Run

(*Special to THE FILM DAILY*)

Los Angeles—"Secrets" opens at the Criterion on the 20th for a run.

In The Courts

A jury in the City Court has awarded a verdict for $2,037 in favor of Charles K. Harris against Warner Bros. The suit was based on a contract made in 1922, by which the plaintiff gave the defendant his story "The Bridge of Sighs" to be made into a film, and gave the defendant the right to select three other scenarios, for which he was to get $15,000. He alleged that "The Bridge of Sighs" was later returned to him, and he substituted "The Tie that Binds". He alleged that $2,000 was due under an agreement to pay him $1,000 a month.

The defense was that the plaintiff failed to finish any other scenarios suitable for the use of Warner Bros. and for that reason they rescinded the contract. They counterclaimed for $8,000 already paid. The counterclaim was dismissed.

Los Angeles—Federal Judge James has returned a verdict in favor of Miss Georges Lewys against whom Eric Von Stroheim, filed suit for injunction charging infringement of copyright.

The action arose over the publication by Miss Lewys of a book based on the "Merry-Go-Round." Judge James found for the defendant because the plaintiff had failed to file within a prescribed period an amended complaint setting forth the court's jurisdiction in the case.

In his bill of complaint Von Stroheim declared he had written the script for the picture story and that Miss Lewys, associated with him in that work, later infringed on the copyright by making a book of the production.

(*Special to THE FILM DAILY*)

Los Angeles—Thomas H. Ince, Mack Sennett, J. Parker Reed, Maurice Tourneur, Allan Dwan and Marshall Neilan, are defendants in a stockholders' liability suit for $50,000 damages, brought by F. L. Hutton.

The plaintiff alleges that in the past three years, Associated Producers, Inc., became indebted to the plaintiff for $50,000 and that each of the defendants was the owner of one-sixth of the capital stock of the corporation. He also declares that each of the defendants is indebted to him for $8,333.33. Attorney W. T. Van Pelt.

Earle Opens March 24

(*Special to THE FILM DAILY*)

Philadelphia—A final date has been set for the opening of Stanley's new Earle theater: March 24. Prior to the opening, a dinner will be given by the Stanley organization at the Ritz-Carlton, at which important film folk will be invited.

Discuss Fire Prevention

(*Special to THE FILM DAILY*)

Charlotte—The exchange managers recently met with the Mayor to discuss fire prevention. The recent Famous Players fire was the first film fire here in eleven years.

Vogel Honored

This week is being celebrated as "Vogel Week" by the Western Division of Hodkinson in honor of the third anniversary of Sol Vogel's association with the company.

Horne on "U" Staff

(*Special to THE FILM DAILY*)

Los Angeles—James W. Horne has been signed by Universal to direct Reginald Denny in "The Missourian."

New House For "Quaker City"

(*Special to THE FILM DAILY*)

Philadelphia—Wm. Freihofer will build a theater at 20th and Columbia, to seat 1,800 and cost $150,000.

Fay's Theater In Fire

(*Special to THE FILM DAILY*)

Rochester, N. Y.—Fay's theater was recently damaged of $50,000 by fire.

Schertzinger to Direct "Bread"

(*Special to THE FILM DAILY*)

Los Angeles—Metro has engaged Victor Schrtzinger to direct "Bread."

Cuts and Flashes

Irwin R. Franklyn has moved Distinctive Publicity and Exploitation Service to Suite 1121, Knickbocker Bldg., where he will continue to handle star and director advertising and publicity.

Paul Panzer has returned from France and Egypt, where he appeared in "A Son of the Sahara."

Eleanor Boardman will play the lead in "Mary the Third" which King Vidor will direct.

The Temple At Kane, Pa., Burns

(*Special to THE FILM DAILY*)

Kane, Pa.—Fire recently did $400,000 damage to property here. The Temple is included in the ruins.

Hodkinson Plans Supper-Dance

Hodkinson employees will hold a supper dance on March 22, at the 77th Division Club House.

HAL ROACH'S
STAN LAUREL
COMEDIES
"The Pinnacle of Pantomime"
2 reels
Pathécomedy

A Superb Cast Interprets
CYTHEREA
Alma Rubens — Lewis Stone
Irene Rich — Norman Kerry
Constance Bennett

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-DURA-
FILM PROTECTOR CO
INC.
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NEWS
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ERNEST STERN
203 W. 40th ST., N.Y.C. PENnsylvania 2373
In the Old Times Square

Educational Pictures
"THE SPICE OF THE PROGRAM"

Foreign Distribution of
Motion Picture
Productions
George E. Kann
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220 West 42nd St.
New York, Chick. 4052
Cables—Geokann, N. Y.

Coming Soon

Dorothy Devore
and
Walter Hiers
in
AL CHRISTIE
Special Features
for Hodkinson Release
First Run Pictues

L. J. SMITH, 240 BEAUMAN LANE, NEW YORK
GENERAL INSURANCE AND SURETY BONDS
PHONE, JOHN 8000

March 14, 1924.

Mr. Patrick Campbell,
Forty-Fourth Street Theater,
New York City.

Dear Mr. Campbell:-

Just a word of appreciation for the most enjoyable evening you rendered to Mrs. Smith and myself on our attendance at your picture "America".

I am no criterion on moving pictures but you may rest assured it was the most wonderful production I have ever witnessed.

Thanking you again for this most enjoyable evening and trusting I may be able to return the compliment, I am

Yours sincerely,

L J Smith

LJS...S

(OFFICE)

LANDLORD.

TENANT.

SPACE.

TERM.

RENT.

This Indenture, made the 14th day of March in 24 between **LONGACRE IMPROVEMENT CORPORATION**, incorporated under the laws of the State of New York, hereinafter called "Landlord," and

D. W. Griffith, Inc.,

A corporation of the State of New York

hereinafter called "Tenant."

Witnesseth: That the Landlord hereby leases to the Tenant, and the Tenant hereby hires from it as Landlord, offices known as Nos. 1107,1108,1109,1110 and 1111, in the 11th story of the building at the Northeasterly corner of Broadway and 42nd Street, in the Borough of Manhattan, City of New York, for the term of two (2) years (or until the said term shall sooner cease under the provisions hereof), to commence on the first day of May nineteen hundred and twenty-four and to end at noon on the thirtieth day of April, nineteen hundred and twenty-six, at the annual rental of

Seven Thousand,Five Hundred & 00/100 .....

dollars ($ 7500.00), lawful money of the United States, which the Tenant covenants to pay to the Landlord at its principal office in the City of New York, in equal monthly instalments in advance on the first day of each month during the said term.

This lease is subject to all present or future mortgages of deeds of trust affecting the leased premises.

This letting is upon the following express conditions, each of which the Tenant covenants will be observed and performed throughout the said term, and any violation of any thereof, if followed by written notice so declaring, given by the Landlord or its duly authorized agent and served upon the Tenant or left upon the leased premises, shall terminate the estate hereby granted and the term hereby granted shall thereupon cease and expire, that is to say:

CONDITIONAL LIMITATIONS.

1. The premises hereby leased shall be used and occupied by the Tenant as its office for the transaction of its business motion picture directors and producers; executive offices only. and for no other purpose.

2. Without the prior written consent of the Landlord the term hereby leased shall not be assigned, nor shall any right or interest thereto or therein be conferred on or vested in anyone other than the Tenant, whether by operation of law or otherwise, nor shall the Tenant let, underlet, or permit the leased premises or any part thereof to be used by others for hire.

3. The Tenant shall not make any alterations in, additions or improvements to the leased premises without the prior written consent of the **Landlord.**

4. The Tenant and the clerks, servants, agents and visitors of the Tenant shall faithfully comply with and observe the rules and regulations hereinafter set forth or hereafter to be made in accordance with the provisions of this lease.

5. No cigars, cigarettes, tobaccos or smokers' articles, theatre or other amusement tickets, men's, youths', boys' or male children's ready-to-wear outer garments, newspapers, magazines or periodicals, shall be sold, handled, distributed, advertised or displayed on or from the leased premises; nor shall the business of a public barber shop or manicuring or chiropodist establishment, or of stenography, typewriting, multigraphing, mimeographing, or any similar occupation, be permitted or carried on or advertised on or from the leased premises, nor shall there be erected, placed, maintained or in any way permitted or suffered upon the leased premises or any part thereof any livery stable, slaughter house, distillery or any manufactory for the making of gunpowder, soap, candles, starch, varnish, vitriol, glue, ink, turpentine or other chemical preparations, or any factory for tanning, dressing or preparing skins, hides or leather, or any sugar manufactory, bakery, steam engine, furnace, smith shop, forge, brass factory or foundry, or nail or other iron foundry or factory, or any other dangerous, noxious or offensive trade or business whatsoever, or any hotel or apartment house, or cafe or restaurant; and no part of the leased premises shall at any time be actually appropriated, used or occupied to or for any other use than that defined in Condition number 1, above.

The parties covenant as follows:

DESERTION.

First.—In case the leased premises shall be deserted or vacated, the Landlord shall have the right and authority to enter the same as the agent of the Tenant, either by force or otherwise, without being liable to any prosecution therefor, and to relet the same as the agent of the Tenant, and receive the rent therefor, and to apply the same to the payment of the rent due hereunder, holding the Tenant liable for any deficiency.

TENANT'S CARE.

Second.—The Tenant shall take good care of the leased premises and the fixtures therein, and, at the expiration or other termination of the term, shall surrender the said premises and fixtures in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of the Tenant in or out of the said building, and all breakage or other injury done by the Tenant or the agents, clerks, servants or visitors of the Tenant, as well as any damage caused by the overflow or escape of water, steam, gas, electricity or other substance, due to the negligence of the Tenant, or the agents, clerks, servants or visitors of the Tenant, shall be repaired by the Landlord at the expense of the Tenant. The cost thereof shall be determined on statements rendered by the Landlord to the Tenant, and the sum so determined shall be payable to the Landlord upon delivery of such statement, and if not paid within ten days thereafter, the said sum shall become so much additional rent for the succeeding month, payable with the instalment of rent next becoming due, and collectible as such.

ALTERATIONS

Third.—All alterations, additions or improvements upon the leased premises or the building made by either party (except movable furniture put in at the expense of the Tenant and removable without defacing or injuring the building or leased premises) shall become the property of the Landlord, and shall remain upon and be surrendered with the premises as a part thereof at the end of the term without disturbance, molestation or injury.

FIRE.

Fourth.—In case of injury to the leased premises or appurtenances by fire or other casualty, the Tenant shall give immediate notice thereof to the Landlord. If the leased premises shall be damaged by fire or other casualty without the fault or neglect of the Tenant, or the agents, clerks, servants or visitors of the Tenant, the injury shall be repaired as speedily as possible after such notice at the expense of the Landlord; but if, without such fault or neglect, the leased premises shall be rendered untenantable by the elements or any other casualty, the rent shall cease until the same shall be repaired as aforesaid. If, without such fault or neglect, the building shall be destroyed by the elements or any other casualty, or so nearly destroyed as to require rebuilding, the rent shall be paid up to the time of such destruction, and from thenceforth this lease shall cease and come to an end. No compensation or claim will be allowed by the Landlord by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing any portion of the building, however the necessity may occur.

DAMAGE.

Fifth.—The Landlord shall not be liable for any damage to any property or person at any time in the leased premises or in said building from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of said Building, or from the pipes or plumbing works of the same, or from any other place or quarter. The Tenant shall give to the Landlord or to its agent prompt written notice of any accident to, or defect in, the water pipes, gas pipes, warming apparatus or electric wires, and the same will be remedied by the Landlord with due diligence, subject to the provisions of the paragraph numbered Second, above.

ELEVATORS, HEAT, LIGHT, AND JANITOR SERVICE.

Sixth.—The Landlord covenants that at its expense passenger elevators will be run on business days from 8 a. m. to 6:30 p. m., and that one elevator will be subject to call during other hours of the business days and on Sundays and holidays; that at its expense its janitor will clean and keep in order the leased premises, it being understood and agreed between the parties hereto that no person or persons other than the said janitor, and his assistants will be permitted to enter the leased premises for such purpose; that at its expense it will furnish heat to warm the halls and offices from the 10th day of October to the 1st day of May in each year, if necessary, and a reasonable amount of artificial light for lighting the same; but the Landlord shall not be liable for any failure to supply such elevator, heating, lighting or janitor service not due to gross negligence on its part; nor shall the Landlord be responsible to the Tenant for loss of property in or from said leased premises, or for any damage done to furniture or effects therein, however occurring. The Landlord reserves the privilege of stopping the service of the heating, elevator, water or lighting systems at such times as may be necessary by reason of accident, repairs, alterations or improvements desirable or necessary to be made until such time as said repairs, alterations, or improvements shall have been completed, or whenever the Landlord after the exercise of ordinary diligence is unable to furnish such service by reason of invasion, insurrection, riots, strikes, order of any military, civil or governmental authority or by reason of any shortage of fuel or of necessary supplies due to any extraordinary market conditions or by reason of any other cause not directly controlled by the Landlord.

INSPECTION.

Seventh.—The Owner of the land upon which the leased premises are located and Landlord or its agents shall have the right to enter the leased premises at reasonable hours in the day to examine the same, or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to applicants to hire, and to put on them the usual notices "To Let" or "For Sale," which said notices shall not be removed or interfered with by the Tenant during the six months next preceding the time of the expiration of this lease.

REPAIRS.

Eighth.—The Landlord covenants to keep the unleased portions of the said building in good and substantial repair, so far as concerns the Tenant; but no liability to the Tenant shall accrue under this covenant until the Tenant has given notice in writing to the Landlord or its agent of the specific repairs required to be made, and nothing herein contained shall affect the liability of the Landlord in case of the destruction of the building or the leased premises or injury to the same by fire or other casualty.

RULES AND REGULATIONS.

Ninth.—The Tenant covenants that the following rules, regulations and stipulations and such other and further rules and regulations as the Landlord may make, being in its judgment needful for the safety, care or cleanliness of the building and premises or the comfort of the tenants, shall be faithfully observed and performed by the Tenant and by the clerks, servants, agents and visitors of the Tenant, unless waived by the Landlord, that is to say:

The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used for any other purpose than ingress and egress to and from the respective stores or offices.

The sashes, sash-doors, windows, glass floors and any lights or skylights that reflect or admit light into the halls or other places of said building, shall not be covered or obstructed. The water and wash closets and urinals shall not be used for any other purpose than those for which they were constructed, and the expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant or tenants, who, or whose clerks, agents, servants or licensees shall have caused it. No tenant shall mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work.

No sign advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the building, except on the window glass and on the directories and sash-doors of offices, and to be of such size, color and style as the Landlord shall determine.

The workmen of the Landlord must be employed by tenants for repairs, painting, lettering and other similar work that may be done on the demised premises.

No tenant shall do or permit anything to be done on said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on said building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them or those having business with them; or conflict with the regulations of the Fire Department, or the fire laws, or with any insurance policy upon said building or part thereof, or with any rules or ordinances established by the Board of Health or other governmental authority. No tenant shall use any other method of heating than that supplied by the Landlord.

The Landlord shall have power to prescribe the weight and position of safes, which shall in all cases stand on two-inch thick plank strips to distribute the weight. All damage done to the building by taking in or putting out a safe, or due to its being on the premises, shall be repaired at the expense of the tenant. Safes shall be moved only between 7 a. m. and 9 a. m. and between 4 p. m. and 6 p. m., upon previous notice to the janitor, and the persons employed to move the safes in and out of the building must be acceptable to the Landlord. No freight, furniture, or bulky matter of any description will be received into the building, or carried in the elevators, between the hours of 9 a. m. and 4. p. m.

No tenant shall cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in its premises and in the building.

Nothing shall be thrown by the tenants, their clerks, servants or licensees out of the windows or doors, or down the passages of the buildings. No animals or birds shall be brought or kept in or about the building.

All entrance doors to offices shall be kept closed at all times. Entrance doors must not be left standing open.

The tenants shall use, exclusively, at its own expense, the towel and drinking water service which shall be supplied by those concerns designated by the Landlord.

It is further mutually understood and agreed that the demised premises will not be used for the employment of actors or actresses nor persons to pose for a motion picture, nor for the employment of persons to act or pose for any entertainment, of any description.
It is also further mutually understood and agreed that no films will be carried into or kept in the premises hereby leased.

proceedings to that end. In case of such default and entry, or in case the term shall cease upon breach of any of the conditions of this lease and notice as aforesaid, or in case the term shall be dispossessed by or at the instance of the Landlord for any cause, the rent shall be paid up to the time of such re-entry, disposition or cessation of the term, **pro rata**, and thereafter, at the end of each month until the date hereinabove specified for the end of the full term provided for herein, the Tenant shall pay to the Landlord the deficiency of the net receipts by the Landlord up to that time for rent of said premises (after deducting from the gross receipts the expenses of every kind of the Landlord in connection with letting said premises, and all other costs and payments which in accordance with the terms of this lease would have been borne by the Tenant) as compared with the full amount receivable by the said Landlord up to that time for such rent under the foregoing provisions hereof; but such payments shall be returned to Tenant at the end of the period herein specified for said full term, so far as may be out of any excess of rents received by the Landlord from said premises over the rents receivable according to the said provisions during said period. No right of redemption shall be exercised under any present or future law in case the Tenant shall be dispossessed for any cause, or if the Landlord shall in any other manner obtain possession of the premises in consequence of the violation of the covenants of the Tenant herein contained. The Landlord may restrain any threatened breach of the covenant to observe the conditions of this lease or of any other covenant herein contained; but the mention herein of any particular remedy shall not preclude the Landlord from any remedy he might have either in law or equity; nor shall consent to one act, which would otherwise be a violation, or waiver of, or redress for, one violation, either of covenant or condition, prevent subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

BANKRUPTCY CLAUSE.

Eleventh.—If the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of his or its creditors, or take advantage of any insolvency act, the Landlord may, if it so elect, at any time thereafter terminate this lease for the term thereof, by giving to the Tenant five days' notice in writing of its intention so to do and upon the giving of said notice, this lease and the term thereof shall terminate, expire, and come to an end, as if said date was the original date affixed in this lease for the termination or expiration thereof. That said notice may be given by mail to the Tenant addressed to the demised premises.

SECURITY CLAUSE

~~Twelfth. The Tenant has this day deposited with the Landlord the sum of Dollars as security for the full and faithful performance by the Tenant of all the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on his or its part to be performed.~~

EXTENSIONS OF TERM.

Thirteenth.—The parties hereto agree that if this lease shall not be terminated before the end of the term hereinbefore provided for, and if the parties shall not at least 30 days before the end of said term agree in writing with respect to a further lease of said premises or part thereof, and the Tenant shall not at least 30 days before the end of said term notify the Landlord in writing that he will not extend this lease, and if thereupon the Landlord shall notify the Tenant in writing at least 20 days before the end of said term that it elects to extend this lease for one year; then this lease and the term thereof shall thereupon and thereby be extended for one year beyond said full term, upon the same terms and with the same effect as if the date to which it is so extended had been herein stated as the date for the end of the full term hereof, and so that at the end of such extended term this lease and the term hereof shall, upon the like conditions be subject to further like extensions for one year, and so from year to year upon the like conditions at the end of each such extension of term; and either party will on request of the other deliver to it a proper written memorandum or acknowledgment of such extension. If the lease made by James Roosevelt, Douglas Robinson and Nicholas Biddle, as Trustees under the will of William Astor, deceased, to The Broadway Corner Company dated December 2, 1909, which lease has been assigned by The Broadway Corner Company to the Landlord, shall not be renewed for a term extending beyond May 1, 1930, this lease, if the term thereof might otherwise extend beyond May 1, 1930, shall cease and expire on April 30, 1930, notwithstanding anything to the contrary herein.

NOTICE.

Fourteenth.—Any notice, demand or communication hereunder to the Tenant shall be validly and sufficiently served, given or made if mailed by registered mail with postage prepaid addressed to the Tenant at the leased premises.

And it is agreed that the provisions hereof shall bind and enure to the legal representatives, successors and assigns of the parties.

In Witness Whereof this indenture has been duly executed by the Landlord and by the Tenant the day and year first above written.

LONGACRE IMPROVEMENT CORPORATION.

(Signed) By Samuel Hoffman

Attest:

Secretary (Signed) *Pres.*

D. W. Grrifth, Inc.

Executed by Tenant in the presence of: [L. S.]

(Signed) C.M.Conway

Albert H. Grey Vice Pres. (SEAL)

Tenth.—The Tenant further agrees that its covenants and agreements herein contained shall be deemed conditions as well as covenants, and that if default be made in any of such covenants or agreements, this lease shall become null and void thereupon if the Landlord so elect, and shall at any time thereafter give notice accordingly, and thereupon this lease and the term and estate hereby granted shall immediately cease and expire, and the Landlord shall have the right to re-enter the leased premises either by force or otherwise, and dispossess and remove therefrom the Tenant or other occupants thereof and their effects, to store at the cost of the Tenant any personal property then on the leased premises, and to hold said premises as if this lease had not been made; and the Tenant hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end. In case of such default and entry, or in case the term shall cease upon breach of any of the conditions of this lease and notice as aforesaid, or in case the term shall be dispossessed by or at the instance of the Landlord for any cause, the rent shall be paid up to the time of such re-entry, dispossession or cessation of the term, **pro rata**, and thereafter, at the end of each month until the date hereinabove specified for the end of the full term provided for herein, the Tenant shall pay to the Landlord the deficiency of the net receipts by the Landlord up to that time for rent of said premises (after deducting from the gross receipts the expenses of every kind of the Landlord in connection with letting said premises, and all other costs and payments which in accordance with the terms of this lease would have been borne by the Tenant) as compared with the full amount receivable by the said Landlord up to that time for such rent under the foregoing provisions hereof; but such payments shall be returned to Tenant at the end of the period herein specified for said full term, so far as may be out of any excess of rents received by the Landlord from said premises over the rents receivable according to the said provisions during said period. No right of redemption shall be exercised under any present or future law in case the Tenant shall be dispossessed for any cause, or if the Landlord shall in any other manner obtain possession of the premises in consequence of the violation of the covenants of the Tenant herein contained. The Landlord may restrain any threatened breach of the covenant to observe the conditions of this lease or of any other covenant herein contained; but the mention herein of any particular remedy shall not preclude the Landlord from any remedy he might have either in law or equity; nor shall consent to one act, which would otherwise be a violation, or waiver of, or redress for, one violation, either of covenant or condition, prevent subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

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And it is agreed that the provisions hereof shall bind and enure to the legal representatives, successors and assigns of the parties.

In Witness Whereof this indenture has been duly executed by the Landlord and by the Tenant the day and year first above written.

LONGACRE IMPROVEMENT CORPORATION.

(Signed) By Samuel Hoffman

Attest:

Secretary (Signed) *Pres.*

D. W. Grrifth, Inc.

Executed by Tenant in the presence of: [L. S.]

(Signed) C.M.Conway

Albert H. Grey Vice Pres. (SEAL)

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty- before me personally came , to me known, who being by me duly sworn did depose and say that he resides in ; that he is the of Longacre Improvement Corp., the corporation described in and which executed the foregoing instrument as Landlord; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty- before me personally came , to be known, who being by me duly sworn did depose and say that he resides in ; that he is the of the corporation described in and which executed the foregoing instrument as Tenant; that he knew the seal of said corporation; that the seal affixed to such instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty- before me personally came , to me known to be the individual described in and who as Tenant executed the foregoing instrument and acknowledged that he executed the same.

For value received and in consideration of the giving of the within lease, the undersigned guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, without requiring any notice of non-payment, non--performance or non-observance, or proof or notice or demand whereby to charge the undersigned therefor, nor shall failure of the Landlord to enforce its rights against the Tenant, or concessions made by the Landlord to the Tenant, or any agreement or consent of the Landlord to any modification or change (except increase of rent) of the terms of said lease affect the liability hereunder.

Room No.

LONGACRE IMPROVEMENT CORPORATION

TO

Lease.

Date March 14, 1924

Term 2 yrs

From March 1, 1924

To March 1, 1926

Annual Rent

Payable

ALBERT H T HANEMAN
130 WEST 42ND ST
N Y C

The BRADSTREET of FILMDOM

THE Film DAILY

The RECOGNIZED AUTHORITY

Vol. XXVII No. 37 Thursday, February 14, 1924 Price 5 Cents

PRICES

By DANNY

Rarely, if ever, better. All along the line. Which means that exhibitors are really doing well at the box office. Prominent distributor declares that not even in 1920 were exhibitors doing a better business generally.

The reason: Good pictures. Nothing helps so much. Which is as it should be. Even in the small houses good pictures accelerate business a lot.

One trouble still bothers. Many pictures too long. Exhibitors cannot turn them over. That's the real trouble. You cannot get the money in the box office. And then, too, the program diversity is killed.

The big first run houses aren't paying as much as they should. That is, if what Reichenbach says is borne out by facts. Brings up the old story once again: that the small exhibitor "pays the freight" where the big one gets off easy. Which is not difficult to understand where a controlled territory is involved. But all of which should not be.

What of next season? What will be the prevailing type of picture? Will it be the flapper sort; such as "Flaming Youth"? Or will there be a new order of things? Advance schedules show a variety—far too many different types to be able to determine. But this is only February. In a few weeks we will have a better idea. But if the novelists continue to write this sort of stuff the chances are the producers will continue to make them. This ready made audience from book readers cannot be passed by.

Scheduled to talk a bit Saturday. And figure out for the National Board of Review something or the other about "The Public and Pictures." So we're going out and buy a thinking cap. Or maybe steal a minute with Hays. And get an idea or two.

By the way, don't overlook that Edison lunch at the Ritz tomorrow. If you haven't secured your seat do so. It promises to be the best event of its kind of the season.

George Mitchell in Judge: "'The Extra Girl,' is a film you'll enjoy. Nobody else in the movies is in Mabel Normand's class." Produced by Mack Sennett, distributed by Associated Exhibitors.—Advt.

Gets 'Frisco House

Goldwyn-Cosmopolitan Leases Strand There for Two Years—After First-Runs

(Special to THE FILM DAILY)

San Francisco—Goldwyn-Cosmopolitan has closed with D. Markowitz for a two year lease on the Strand, effective Feb. 23, when "The Great White Way," opens there. The Strand is on Market St., nearly opposite the Granada, one of the Rothchild houses.

The first-run situation here is somewhat peculiar. The Granada, Imperial and Portola, owned by Rothchild, show Paramount exclusively. West Coast Theaters, Inc., which operate Loew's Warfield split First National and Metro to the exclusion of all other product. West Coast shows the Goldwyn-Cosmopolitan output one hundred per cent in its Southern California theaters by virtue of a deal closed in New York last July between James R. Grainger and Dave Bershon, but at the same time. the circuit owns a fifty per cent interest in the Imperial here. The Rothchild theaters until now have shown the Goldwyn product, but some trouble developed over terms and the deal for the Strand resulted.

(Continued on Page 2)

T. N. T. Hotel Astor March 29

One from "Doug"

This Year—He and Mary to Spend Six Months in Europe—Resumes Work in Spring

Douglas Fairbank will release only one picture in 1924: "The Thief of Bagdad." He plans to resume actual production in the Spring of 1925.

He and Mary Pickford are due in New York from the coast tomorrow. They will remain at the Ambassador for a time and then sail for Europe on a six month's vacation trip. Doug will remain here for the opening of his picture at the Liberty while Mary's, "Dorothy Vernon of Haddon

(Continued on Page 2)

Hughes Denies

(Special to THE FILM DAILY)

Los Angeles—Credence is placed in the report that Rupert Hughes has left Goldwyn to produce for First National.

Rupert Hughes who is at the Biltmore declared yesterday that the coast report was entirely erroneous. He said he has four more pictures to make for Goldwyn under his present contract and that there has been no word mentioned of a possible deal with First National.

Industry Attacked

By Church Conference in Washington—Bowlby Promises Crusade Against Sunday Shows

(Special to THE FILM DAILY)

Washington—The annual attack on motion pictures and the business in general was launched yesterday at the opening session of the National Conference of Churches on Federal Control of Motion Pictures at the Raleigh.

F. P. Turner, secretary of the Conference on Foreign Missions declared that the pictures turned out today are seriously hampering the work of missionaries abroad, because of the manner in which they depict American customs. Canon Chase of Brooklyn opened the conference with a heated tirade on the present status of affairs in the business. He said that Will H. Hays' promise to reform the producers had miscarried the "trust" would not permit him to carry out his program. Chase charged that a small group of men in the business controlled it and evaded in every manner possible any moves that would tend to elevate its standards.

(Continued on Page 2)

Rosen Signs Year's Contract

(Special to THE FILM DAILY)

Los Angeles—Phil Rosen who directed "Abraham Lincoln," has signed a year's contract with Max Graf. An original deal provided for one.

Unger Resigns

Joseph J. Unger has resigned as manager of First National's New York exchange.

Unger will first take a rest and then announce his plans. Harry H. Buxbaum will assume charge of the exchange temporarily.

Six from Ince

Under Reorganization Plan—John G. Wray in Active Charge at the Studio

Thomas H. Ince, under a reorganization plan at his studio intends making six pictures for the 1924-25 schedule. The first will be "The Last Frontier."

As noted, Ince has four more pictures to deliver under his First National contract. Of this number, three are either completed or near completion. The reorganized studio force places John Griffith Wray in the post of production manager. In addition to those duties, he will direct two of the six pictures planned for next season. He will have consider-

(Continued on Page 2)

T. N. T. Filmdom's Playdate, March 29

The Film Daily

Vol. XXIII No. 37 Thursday, Feb. 14, 1924 Price 5 Cents

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London Representative—Ernest W. Freiman, The Film Renter, 14a Shaftesbury Ave., London, W. 1.

Paris Representative—Le Film, 42 Rue de Clichy.

Central European Representative—Internationale Filmschau, Prague (Czecho-Slovakia), Wenceslaslatz.

Quotations

	High	Low	Close	Sales
East. Kod. .	110⅛	110⅛	110⅛	400
F. P.-L. ...	68¾	66¾	67¼	3,900
do pfd.			Not Quoted	
Goldwyn			Not Quoted	
Loews'	17½	16⅞	17	1,900
Warners' ..	11⅛	11⅛	11⅛	100

Gets 'Frisco House

(*Continued from Page* 1)

The house seats about 1,800 and, as usual will get the full newspaper support of the Hearst newspapers here.

While William Randolph Hearst is understood to be opposed to the acquisition of theaters in behalf of Goldwyn-Cosmopolitan, he likewise feels that the organization should and must have adequate first-run representation in all key cities. To that end, Goldwyn-Cosmopolitan may be expected to acquire or build theaters, in the event that what is considered an advantageous deal cannot be made with existing houses.

Grand Signs Ethel Clayton

(*Special to THE FILM DAILY*)

Los Angeles—Ethel Clayton has signed a contract with Grand-Asher. She will make four pictures under direction of Travers Vale.

Educational Pictures

THE SPICE OF THE PROGRAM

Telephone Number changed to

CHICKERING 4052

GEO. E. KANN CORP.

220 W. 42 St., N. Y. C.

Notables to Talk

Speakers at Edison Lunch to Include Mastin, Mills, Roosevelt, Rupert Hughes and Governor Smith

About three hundred will attend the testimonial luncheon to Thomas A. Edison at the Ritz Carlton tomorrow. Preparations have been concluded for the function which will perhaps draw the most brilliant group of public men that has ever gathered to attend an occasion purely concerned with motion pictures.

The important speeches will be broadcasted by the Radio Corp. of America from Station WJZ. Last night the speakers list included the following: Terry Ramsaye, who will talk on "The History of the Motion Picture"; Michael J. O'Toole, of the M. P. T. O. whose topic will be public service; Hudson Maxim, Ogden Mills, Rupert Hughes, Senators Owen of Oklahoma, Edwards of New Jersey, Watson of Indiana and Copeland of New York; Col. Theodore Roosevelt, Governor Smith, Will H. Hays and possibly, ex-President Taft. Mr. Hays will be the toastmaster.

All of the important executives in the business will be present. The arrangements have been in the hands of George Kleine.

Acquires "Fires of Fate"

Truart has acquired American distribution of "Fires of Fate," produced by Tom Terriss in Egypt and London.

One from "Doug"

(*Continued from Page* 1)

Hall," will have its premiere in Boston.

It is safe to assume that "Bagdad" will have its usual number of pre-release runs as is customary with all of the Fairbanks pictures and will then be turned over to Hiram Abrams for general distribution.

Maurice Cleary, who has been doing special work for both Fairbanks and Miss Pickford has been elected treasurer of United Artists, succeeding Max E. Prager, resigned.

Abrams Visiting Exchanges

Hiram Abrams is due in New York about Feb. 21, from the coast. He is visiting United Artists exchanges en route East.

Newspaper Opinions

"Daddies"—Marsh Grand

AMERICAN—* * * nice little drama, moving along in smooth channels, with a nice theme. There are no jarring notes, no glaring lapses in production, no deficiencies in direction and no acting that is complete enough. * * *

On the other hand, "Daddies" will never qualify as a great picture.

EVENING JOURNAL—The comedy is highly diverting, very well acted, and amusing.

EVENING WORLD—Mae Marsh had another little role to do in "Daddies." * * * But in the main, * * * the was the same old heart-rending pathos. * * * There is comedy in this picture, but the thing is not well fabricated. It gives the impression that the director was forced to reach for the humor. But it's found to be a success in the sticks. * * *

HERALD—A more generally appealing and amusing comedy than this has not been seen on Broadway during the present season.

MORNING TELEGRAPH—* * * is as entertaining as the original stage version. * * * To begin with, the situations are fresh, facial and the screen does full justice to them.

SUN—The scenes in which the children participate contain adult humor. The last half of the picture, however, is played almost exclusively by grown up movie actors and it is decidedly infantile. * * * "Daddies" is amusing for one-half of the evening; the rest of the time it is tame and slightly dull.

TELEGRAM—It is even better in "the movies" than it was in the speakies. And that is high praise.

TIMES—Although the theme * * * cannot be said to possess the spark of originality, the story is so well worked out that it succeeds in being quite amusing.

TIMES SQUARE DAILY—* * * proved to be but an ordinary program feature. Laughable in spots, fairly well played, but lacking that necessity to make a picture a decided box office asset.

TRIBUNE—"Daddies," is as good as stage play, which wasn't anything to get excited over.

WORLD—Still, it really is not that Miss Marsh fails to measure up to her part in "Daddies." The part simply isn't there. The fact of the matter is that not very much of anything is there.

Thomson and Schnitzer Leave

Major H. C. S. Thomson and Joseph Schnitzer of F. B. O. have left for the coast.

Doane Leaves

Warren Doane, general manager for Hal Roach, is on his way back to the coast.

Jans Enters Local Field

The Jans Film Service, which has been active in Northern Jersey distribution until now has expanded to include the Metropolitan territory as well. John M. Squires, a former exhibitor in Union Hill, N. J. is associated with Jans. The first release will be "Week End Husbands."

Six from Ince

(*Continued from Page* 1)

able to say in the selection of story material and will spend part of his time in New York. Wray is now here on a three weeks' trip. Calvin W. Brown will in the future be known as manager of distribution as well as personal representative for Ince. He will divide his time between New York and the coast. Edwin de B. Newman will be business manager at the studio; Reeve Houck, studio superintendent, Ingle Carpenter, general counsel, G. C. Burkhart, auditor and Arthur Mac Lennan, exploitation manager.

Maurice Flynn Leaves

Maurice ("Lefty") Flynn has left for the coast, having completed work in "The Uninvited Guest."

Laurel Completes Contract

(*Special to THE FILM DAILY*)

Los Angeles—Stan Laurel has completed his contract with Hal Roach. He may produce independently.

Industry Attacked

(*Continued from Page* 1)

Rev. H. L. Bowlby of the Lord's Day Alliance announced that the religious organizations of the world were determined to no longer permit any intrusion on the Lord's Day and that a campaign was about to be started to keep the theater closed on the Sabbath. The Upshaw bill which would place the industry under Federal control was discussed widely.

HAL ROACH'S

CHARLEY CHASE

COMEDIES

"Consistently Good"

1 reel

Pathécomedy

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Active Film Co., Inc.

Suites 407-8-9 Bryant, 5627

729 7th Avenue, N. Y. C.

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CLARENCE H. MACKAY, PRESIDENT

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No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices and not by DIRECT application to the sender.

The Lambs
149 WEST 44TH STREET
NEW YORK

March, 18th., 1924.

Mr. D. W. Griffith,
Forty fourth St., Theatre,
New York, City.

My Dear Mr. Griffith:-- I never left the Theatre more thrilled than I was by your picture,"America". From every angle it is a master piece. Patriotically and dramatically it stands alone. We are a young country; every one is hustling for himself,and it takes a war with Germany or a picture like your,"America", to make us realize there is something bigger than ourselves -- our Flag. I never quite appreciated before the sacrifices of our ancestors; I do now, thanks to you. My cordial congratulations to you, and to Mr. Robert W. Chambers for his story, which is told in a manner quite worthy its environment.

Very sincerely yours,

DeWolf Hopper

March 15th 1924.

Mr. G.J.Reid,
5 East 44th Street,
New York City.

Dear Mr. Reid:

I enclose copy of letter under date of March 6th received from Morris Schaeffer with relation to claim of Doctors Service Corps against Griffith.

Will you kindly let me know whether I should accept service of the complaint in this matter as suggested by Mr. Schaeffer.

This claim relates to services performed by the Doctors Service Corps during the time that the Griffith Company worked up at Putnam, New York.

Very truly yours,

R/GDM

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. RANSHAW, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March 15th, 1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
Way Down East		35335		
Birth Of A Nation		21737		
Judith Of Bethulia		1876		
Picture U-7			3682	0
America		49850		
	0	108798	3682	0

Positive Stock Used

Eastman	53532
Agfa	58948
	112480

Negative 0

March 18 27.

OLD NORTH CHAPTER

Prof. Dr. Griffith

Dear Sir

I want to thank you very much for a very delightful evening - March 17th. America is wonderful - I have seen every picture you have ever produced in B - & this is far beyond them all. Paul Revere's ride alone is the greatest thing in pictures I have ever seen -

Most cordially yours

(Mrs G R) -

Mary M. Southwick
Regent -

THE ALLIED ARTISTS CORPORATION, LTD.,
[illegible] GARRICK STREET,
LONDON, W.1.

March
17th
1924.

101

Marcus Abrams Esq.,
THE ALLIED ARTISTS CORP. LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Abrams,

REPORT.

1. Nothing unusual occurred in the operation of the Offices.

2. No changes were made in the personnel.

3. The examination of the Balance Sheet for February which is going forward this week shows that the Expenses in February were £355. 4. 1. ~~per week~~ less than during the month of January.

4. The total business for this week from each of the Branches was as follows:

LONDON	£ 920. 0. 0.	
BIRMINGHAM	£ 150. 1. 4.	
CARDIFF	295. 0. 0.	
GLASGOW	266. 0. 0.	
LEEDS	586.10. 0.	
LIVERPOOL	115. 0. 0.	
MANCHESTER	683. 0. 0.	
NEWCASTLE	768.10. 0.	
IRELAND	286. 5. 7.	£ 4170. 6.10.

The Cash Collections for the week amounted to £ 4336. 8. 5.

Major King returned from Glasgow and reported that the industrial conditions are very bad there. The amount of unemployment is tremendous and the Cinemas are doing very poorly. Exhibitors at present are absolutely afraid to take a chance on big prices. From a review of the situation it appears that it will be necessary for us to endeavour to get our money out of this territory on our big pictures by wider distribution.

I believe that Major King's visit has done a lot of good for it has backed up the efforts of Mr. Bendon, the French Manager, who is a very conscientious worker and who had a tendency to become somewhat depressed owing to the poor industrial conditions prevailing there.

The week just ended was a very exciting one in the industry here as the General Election for the President and Vice President of the Cinematograph Exhibitors Association was held and practically all the important exhibitors from the provinces were in London for the week.

Mr. J. H. Davenor, a Liverpool exhibitor was unanimously elected President and Mr. Thomas Ormiston of Scotland, was elected vice-President after a bitter contest. Mr. Ormiston, in addition to owning several Theatres in Scotland, is Managing Director for Sir William Jury in Scotland. The entire P. C. T. vote as well as the Albany Ward Circuit and the New Century Circuit were cast for Mr. Ormiston which resulted in his election. Mr. Davenor is a very nice man for the job therefore Ormiston is a very capable fellow and I have no doubt but that he will completely dominate Mr. Davenor. Under the Rules of the Association, it is a sort of gentlemen's agreement that the vice-President automatically becomes President at the next Election which means of course that in 1930 Ormiston will become President.

Yours sincerely,

M. SILVERSTONE.

Telephone Number Plaza [illegible]

Cable Address [illegible] New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44TH STREET

NEW YORK

111

March 18, 1934

Mr. Albert H. F. Janshaf,
130 W. 42nd St.,
N.Y.C.

Dear Mr. Janshaf:

Re: DR. GANG vs D.W.GRIFFITH, INC.

The writer would like to talk to you in connection with the subject of your letter of the 15th inst.

Kindly let us know when it will be convenient for you.

Very truly yours,

GASCOIGNE, REID AND COMPANY, Inc.

BY [signature] Vice President

CJR:L

March 13th, 1924.

Mr. C. J. Vion,
Manager D.W. Griffith's America,
Majestic Theatre,
Boston, Mass.

Dear Mr. Vion:-

I hold in my office a receipt from the Shubert Theatrical Company for $4500.00 which is the rent for the Majestic Theatre, week ending March 22nd, 1924.

Please make out a voucher on your manager's statement for week ending March 22nd, 1924 and I will put this receipt that I hold, in this voucher when I am checking same.

I am sending under separate cover some manager's statements and some voucher covers.

Very truly yours,

D.W. GRIFFITH

Per_____

REB

Telephone Murray Hill 9-5 7 8

Cable Address GASREID, New York

124

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

March 19, 1934

Mr. Albert H. T. Jonshaf,
130 West 42nd Street,
New York City.

Dear Mr. Jonshaf:

We acknowledge receipt of your letter of the 15th, together with enclosure, in connection with claim under Workmen's Compensation of Joe . Friese, and wish to advise that the Insurance Company represent you in this connection.

Very truly yours,

GASCOIGNE, REID AND COMPANY, Inc.

By B. Reid

Vice President

L

Harding Matters

124

March 15th 1924.

Mr. Cornelius J. Reid,
5 44th Street,
New York City.

Dear Mr. Reid:

I enclose herewith copy of notice received in the matter of the claim under Workmen's Compensation of Joe Frisco, 2321 Hughes Avenue, Bronx, New York. This hearing as you will notice is set for the 25th day of March, 1924.

I do not know anything about this matter but would suggest that you get in touch with Mr. Godwin about the same, and also advise me whether you will take care of the entire matter.

Very truly yours,

R/GDM
Enc.

124

Form C-15 [illegible]

STATE OF NEW YORK

DEPARTMENT OF LABOR

OFFICE OF THE INDUSTRIAL COMMISSIONER

BUREAU OF WORKMEN'S COMPENSATION

125 EAST 27th STREET, NEW YORK CITY

Case No. [illegible] Inj. 9/11/23

Ins. Carrier's No. 171073-C

NOTICE OF HEARING

Joe Frisco Claimant Insurance Carrier Hartford Acc.

[illegible] Hughes Ave., Bronx, N.Y.

PART 8
9:30 A. M.
MAR 25 1924

D. W. Griffith Corp. Employer

245 W. 45th St., N.Y. City.

You are hereby notified that a hearing in the above case for the purpose of considering

CONSIDERATION, CLAIMANT TO BE PRESENT

has been placed on the Trial calendar and will be held 19

at M. at the Bureau of Workmen's Compensation, 125 East 27th street, New York City, N. Y.

Dated 19

By RLG.

Bernard L. Shientag
Industrial Commissioner.

BRING THIS NOTICE WITH YOU

BEWARE OF RUNNERS,

irresponsible men who solicit you to hire them and who falsely claim they can get you more compensation if you pay them. Do not employ them. Representatives of organizations, however, are privileged to appear for their members.

FAMOUS PLAYERS-LASKY CORPORATION

No. 31370

ADOLPH ZUKOR, President

ALL ARTIST'S ENGAGEMENTS MADE UNDER FOLLOWING TERMS AND CONDITIONS:

1. A week under this engagement consists of seven actual working days.
2. When a week is out of town on the salary arrangement, no payment will be made for Sundays unless artist actually works on Sunday.
3. When an artist is out away from New York City, salary does not begin to accrue until first appearance in picture and cease when artist finishes work at that location.

ENGAGEMENT VOUCHER

Date March 19, 1924

Name Neil Hamilton

Production No. 270

Address c/o D. W. Griffith Oyster Character Capt. Charles Percy-Stewart

Telephone No.

SALARY ARRANGEMENT

Salary to be seven hundred dollars ($700.00) per week beginning first appearance in picture. Guaranteed four weeks. Last week pro rata.

D.W. Griffith Inc.

Accepted Albert H. Gray Vice Pres.

FAMOUS PLAYERS-LASKY CORP.

Wm. W. Colpull

Casting Director

March 19th 1926.

Mr. Chas. F. Goldin,
Hamburgmeek, New York
D.W.Griffith Studio.

Dear Mr. Goldwin:

I am enclosing herewith original and copy of proposed option agreement running in favor of L. Ward Prime for the purpose of the Studio site.

On receipt of $2000. in compliance with the terms of the option agreement the same can be delivered to Mr. Prime. As soon as this matter is closed please let me know so that I can immediately take steps to procure the consent of the stockholders for this sale.

Very truly yours,

AHTB:MD
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

March
Nineteenth,
1924.

Mr. A.H.T.Banzhaf,
130 West 42nd St.,
New York City.

Dear Mr. Banzhaf:

Will you kindly inform me by return mail, what decision was made relative to the contract of Jolson on the Production of U 6 or, as it was originally known "Black and White".

Has there been any procedure taken for suit for the amount we have involved in this breach of contract with Jolson?-

Awaiting your reply, I am

Yours very truly,

Chas. T. Godwin
Assistant Treasurer,

CTG:K

D.W.GRIFFITH INCORPORATED.
MEL

[illegible] [illegible] 1918

[illegible] to me [illegible] the [illegible] of [illegible] [illegible] to [illegible] [illegible] [illegible]

March 30th 1934.

Mr. Chas. H. Godwin,
D.W.Griffith Incorporated,
Mamaroneck, New York.

Dear Mr. Godwin:

Relative to your favor of the 19th inst. in re production of U 6 originally known as "Black and White", I beg to advise that I have taken the matter of an action against Jolson up with Mr. Malevinsky of the firm of O'Brien, Malevinsky and Driscoll and Mr. Malevinsky is the attorney for Mr. Kelly who has already instituted an action against Jolson arising out of the same transaction.

This action, however, cannot come to trial for at least a year or possibly longer.

Very truly yours,

AHTB:MD

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March 30th 1934.

Mr. M. L. Malevinsky,
1485 Broadway,
New York City.

Dear Mr. Malevinsky:

Regret that I was unable to get an appointment with you some time last Friday ~~but~~which day I called you in the morning to learn that you were at Westchester County.

However, I will be glad to keep any appointment you may make on your return after April 14th next.

With kindest regards and best wishes, I remain

Very truly yours,

AH TB :MD

March 20th 1924.

Mr. G.F.Godwin,
c/o D.W.Griffith Studio,
Mamaroneck, N.Y.

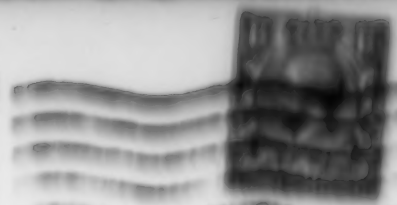
Dear Mr. Godwin: Re: Farrar vs. Griffith.

We have not up to this writing received the correspondence in the above entitled matter which you stated was sent to us. If the Post Office should return this correspondence to you, I trust you will forward the same to us immediately.

Very truly yours,

R/GDM

J.S. Pennypacker



E. C. Ostrung Esq.
Longacre Building
Cor 42nd St & Broadway
New York City
N.Y.

Room 303

Mary Anderson
98 Highland Avenue
Southampton, New
York, 11968
U.S.A.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CENTRAL HOUSE,
SOUTHAMPTON ROW,
LONDON, W.C.1

Oct 21-26

My dear J.C.

It was certainly a great pleasure to get even a passing glimpse of you and especially to see you in speaking form for several financial battles — or rewards.

I have delayed a little in sending you a new power of attorney and in sending further details of Michelin's and my affairs, for the reason that matters here are coming to a head so rapidly that a few more days should put us in position to make definite arrangements about the future. I will then know whether to send you the various documents or to bring them myself.

It looks as tho' we would go forward successfully with our plans, but I never speak definitely until the last nail has been driven into the contracts.

The two matters of chief local interest

in London just now are the "Wembley Exhibition" and the only thing to bring a smile to the face of anybody that I hear from going to see the "Trans-Siberian Railway" which includes a short cut crossing the Pacific from the West of Canada. Perhaps the Union will join. The unions seem to have throttled England more effectually than they have America, and irrespective of the merits of the dispute usually succeed in dictating. As did they in Richmond I am faced with the possibility of an occasional ten mile walk — which may be good for digestion. I attended a trade show today of "The Eternal City." If it does nothing else it exploits quite successfully the scenic possibilities of Rome and its monuments past and present, and so lives up to its title.

Will write again in a few days. Meanwhile hoping to hear your news of New York, I am as always

Yours sincerely

Lucius Henderson

P.S. My regards to Miss Conway.

March 21st, 1924.

Mr. Clinkumbroomer,
Manufacturers Trust Company
513 - 5th Avenue,
New York City New York.

Dear Mr. Clinkumbroomer:-

Enclosed please find Trade Acceptance in the amount of $8,706.98 which I have had endorsed by Mr. Griffith personally.

Will you kindly discount this Trade Acceptance and advise me of proceeds as soon as possible.

Thanking you we remain.

Very truly yours

DW. GRIFFITH INC.

PER_____
AUDITOR

REB

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. GORMAN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

JOSEPH M. MACDOUGH
ARTHUR E. WALSH
EDWARD S. BARTSAY

199

Jolson

IN RE

May
31st
1934

Mr. Albert H. T. Banshaf
130 West 42nd Street
New York City

My dear Bert:

Mr. Malevinsky is away for a few weeks and he left Mr. Mackay, of our office, in charge of the matter of your client against Al Jolson.

Will you kindly call on Mr. Mackay so that he can get a full statement of the facts?

Sincerely yours,

DFO'B/IC

54
Mamaroneck

March 21st 1924.

Mr. G.T. Goldwin,
c/o D.W.Griffith Studio,
Mamaroneck, N.Y.

Dear Mr. Goldwin:

I enclose herewith two copies of the Mrb agreement covering the right-of-way for the telegraph poles. I would suggest that you give a copy of this agreement to Mr. Prince in connection with the option agreement.

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

CABLEGRAM

DELIVERY ON

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this Cablegram subject to the terms and conditions printed on the back of this blank.

NUMBER

CHECK PATENT NO. HERE

163 WEST 42ND STREET
NEW YORK

JNY 80 SUCAM 10 VIA BAM

SYDNEY FILED 941 AM MARCH 22

LUC GREYGRIF NY

(D W GRIFFITH INC A 202 1470 BWAY NY)

NIGHT FIFTY ROSE HUNDRED FIFTY REGARDS WHITING

Rose £150 — Pd 6438 3/24/24

Rate 4.29 25

Night £ 50 Pd Letter 3/24/24 Rate 4.29 25 $14.13 Cl Bal

3/22/24.

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices and not by DIRECT application to the sender.

March 22

EXHIBITORS HERALD

"Big Four" Keeps N. Y. Scribes Busy Guessing Its Plans

Belasco War With Equity Players May Throw Theatres Open for Film Attractions

By JOHN S. SPARGO

NEW YORK, March 11.—The popular indoor winter sport for writers on the daily publications here which print motion picture news and near news recently has been to reorganize or disband the United Artists Pictures Corporation, fire Hiram Abrams or have him resign or something. Usually each turn at this popular sport is good for two stories, one an "is" story, the other an "isn't." It's a great game but the only trouble is that no one of the Big Four which owns United Artists, Hiram Abrams nor anyone connected with United Artists will say anything that will lend even a shade of authenticity to any of the numerous conjectures.

That there are large doings going on in the inner councils of United Artists may be possible. And again it may not. All the talking so far has been done by the guessing brigade. The people most interested are apparently going serenely along in the even tenor of their ways and saying nothing.

ACCORDING to the guessing brigade nearly every distributing company in the industry has been making a bid for the product now handled by United Artists, and from the various stories it might be gathered that each one is going to get it.

And when it is all over—when and if—the member of the brigade who has the diploma from the best guessing school will be allowed to hand himself the flowers.

nick's sailing the announcement was made that Alice Joyce had been engaged and would sail on March 15.

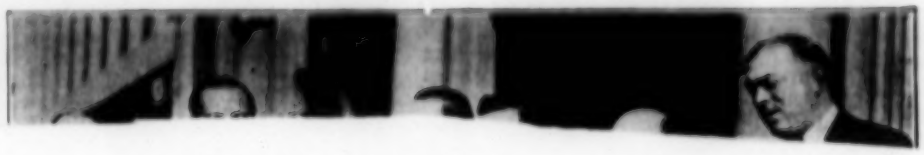
• • •

In addition to being a good actor in and good producer of good motion pictures, Douglas Fairbanks has a keenly analytical mind on matters of finance. And this has no reference to the muss he has just kicked up in the United Artists matter.

Last week at the Irving Berlin theat

D. W. GRIFFITH COLLECTION

Mary Pickford and Douglas Fairbanks getting their first taste of New York snow-balling after their arrival from Los Angeles. They were snapped in this pose on roof of the Ambassador hotel, where they are stopping pending Eastern opening for "Dorothy Vernon of Haddon Hall" and "Thief of Bagdad."



NEW YORK CITY,

March 22nd/24.

D.W.Griffith Esq.
304 Longacre Bldg.
42nd - Broadway,
NEW YORK CITY.

Dear Mr.Griffith.

In dealing with the Foreign Distribution and the affairs of the English Office, I beg to offer you the following suggestions for your consideration.

That the Allied Artists Corporation Board of Directors include members of the organization who have had English experience and some practical knowledge of the territory, the English situation and the possibilities.

It is most important to have a directorate which understands the English viewpoint on all questions concerning the policy of the company and it's methods of operating, and be able to give sound decisions on all points, having due regard to the various interests involved.

Such a board should act as an executive body in association with its London representative, who should be a member of the board acting in the capacity of Managing Director to the English corporation.

It is necessary that the head of the Allied Artists Corporation in England should carry the title of Managing Director; It lends importance and a greater dignity to the position, and would add weight in negotiating with bankers, theatrical proprietors and other associations effecting our mutual interests.

The title of Managing Director may mean little here, but in England the titular head of a company counts for a great deal; and anything likely to promote the importance of the organization, should be duly considered.

With reference to the constitution of the Board of Directors; I respectfully submit the following suggestions. My personal experience with the gentlemen named is the sole reason which prompts me to advise that their presence on the board would be of very considerable value.

Mr.Maurice Cleary to represent the interests of Miss Mary Pickford. His personal knowledge of the various operations in the English office places him in possession of information which would be of great value in deciding the policy of the company.

Mr.Arthur Kelly is well known in the English theatrical circles and is in close touch with many of the leading London exhibitors. As representing Mr Charles Chaplin's interests he would be able to give invaluable service in all deliberations effecting the direction of the company.

Mr.Albert Grey who has had more direct experience in the United Kingdom than any one else connected with the organization; would bring to the board many practical suggestions to improve the service in England and to promote a consolidation of the producers interests.

With regard to Mr.Fairbanks representative no doubt he will have someone in mind who has the necessary qualifications.

With Mr.Fairbanks nominee and the gentlemen named, you will have a board of directors capable of working in association on practical lines, by protecting the interests of the individual producer and promoting the general interests of the company.

You must admit that your interests can be better directed by a body of practical business men than by a group of Corporation Lawyers.

Practical suggestions by practical men will certainly lead to more satisfactory results.

Trusting that you will accept these suggestions as a constructive thought which is intended to help you in making your decisions regarding the English company.

With kind regards

I am yours sincerely

T. Wyn Oliver

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1160

March 22,1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negative
Way Down East		14762		
Birth Of A Nation		28358		
Picture U-7			5052	3763
America		32416		
	0	75536	5052	3763

Positive Stock Used

Eastman	51519	
Agfa	29069	80588

Negative Stock Used

Regular 3763

THE ALLIED ARTISTS CORPORATION, LTD.

66-68 VARDOUR STREET,

LONDON, W. 1.

March
24th
1924.

Hyman Abrams Esq.,
THE ALLIED ARTISTS CORP'N, LTD.
729 Seventh Avenue,
NEW YORK CITY.

REPORT.

Dear Mr. Abrams,

1. Nothing out of the ordinary took place in the operation of our Offices.

2. Mr. H. L. Isaacs has been taken on as a salesman in the London territory starting to-day.

   The last two weeks have shown that it is absolutely impossible at the present time to work a territory as big as London (which includes the South Coast and Eastern Counties) with only two men. Mr. Isaacs salary is L15 per week. He has every indication of being a smart and capable man and I hope we will not be disappointed. He has been engaged on a four weeks trial and thoroughly understands that if he does not make good at the end of that period, we will not keep him.

3. The expenses for the week are not available as they are kept on a monthly basis.

4. The total business for this week from each of the Branches were as follows:

Birmingham	L760. 0. 0.	
Cardiff	570. 6.10.	
Glasgow	422. 10. 0.	
Leeds	1055. 15. 0.	
Liverpool	219. 0. 0.	
London	654. 18. 3.	
Manchester	57. 10. 0.	
Newcastle	450. 0. 0.	
Ireland	205. 10. 0.	L4,395.10.1

The Cash Collection for this week amounted to L5,739. 2. 8.

You will be good enough to note the territories that fell down were London and Manchester.

As explained, we have found that two men are absolutely inadequate to handle the London territory.

Regarding Manchester, this is the first week they have fallen down in a long time. I have been in touch with Mr. David Gurr and pointed out to him the necessity of avoiding a repetition of his past weak's and business. This week he started off very well and sent in an one day 1084 worth of business.

Yours sincerely,

M. SILVERSTEIN.

MS:KZ

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Carl E. Fr. Sternlov

Architecture
Engineering
Contracting

Los Angeles, Calif.

1015 Loew's State Bldg

Telephone
[illegible]

March 25,1924

Mr. Albert H. T. Banshaf,
Bush Terminal Bldg.,
130 West 42nd St.,
New York, N.Y.

Dear Mr. Banshaf:

About a month ago I mailed you the papers pertaining to the Wilmington lot deal. Did you receive them? Kindly advise the status in this matter. From the local papers I learn that Mrs. Griffith is now in Los Angeles or Hollywood and I could, perhaps, get her signatures here if you so desire.

In your letter of January 24th you ask information as to what this lot cost Mr. Griffith: but as I was not involved in the purchase of this particular lot; in fact I did not know Mr. Griffith owned any lot in Wilmington until I received notices of assesments, etc; I am unable to enlighten you any on this. The taxes average about $20.00 per year, (this year's taxes are $22.93). There have also been some assesments aggregating less than $100.00.

In regard to improvement plans: I have virtually completed drawings and specifications for a three story building at corner 16th and Pacific avenues, with five stores on the ground floor and twenty five apartments on the second and third floors. The cost will run about $80,000.00. The interest charges would be about $4,800.00 and the income about $12,000.00 net per year on a lease.

For the 14th street lots I have planned a two story apartment building of twenty eight apartments to cost around $60,000.00: interest charges about $4,200.00 and the income $9,000.00 net.

There is a question, however, whether I can finance 100% at this time as money for building purposes has gradually decreased while the demand has increased. However, we will not know what we can do until we try, and we cannot try until we have decided on our plans and program, consequently I thought it would be best if I brought my plans and data to New York where we could go into details, adopt and make definite plans and decisions, and then see what I can do here.

As there is around $140,000.00 in improvements and $210,000.00 in leases involved, or a total of $350,000.00; and as I have gone as far as I can without further authority; realizing the many changes that are probable,(and the rather expensive work of preparing plans and engineering data that may be,after all, wasted), it seems only reasonable that we have a few sessions at the "round table" and if you will advise me when to come I shall arrange to take the time.

With best regards,

Very truly yours

Carl E. H. Sterula

CES/EHS

CABLE ADDRESS "NEVROUZ" ALL STANDARD CODES

O. NEVROUZ

COMMISSION
IMPORT AND EXPORT

30 BEAVER STREET NEW YORK Mar. 25, 1924

United Artists Corp.
729-7th Av.,
New York, N.Y.

Gentlemen:

I have an inquiry from Bucarest, Roumania for the "Orphans of the Storm" by the Gish sisters.

I would like to know if this film has beem in that territory already. No doubt your records will show it. If not, please let me know What will be the lowest price with rights.

Hoping to hear from you, I remain,

Yours very truly,

O. NEVROUZ.

O. Nevrouz

N/W

15

E. H. KELSEY, PRESIDENT

CAPITAL AND SURPLUS $ 21,000,000

FRANK BAILEY, VICE PRESIDENT

Title Guarantee and Trust Company

REAL ESTATE TITLE INSURANCE,
BANKING, TRUSTS,

176 Broadway,

New York.

176 BROADWAY, MANHATTAN
451 WEST 125TH STREET HARLEM
176 E. 149TH ST (MOTT STREET) BRONX
80 BAY ST., ST GEORGE, S. I.

176 BEDFORD AV.
188 MONTAGUE ST. | BROOKLYN
168-08 JAMAICA AVE. JAMAICA
BRIDGE PLAZA NORTH, LONG ISLAND CITY

TRUST DEPARTMENT
FRANCIS C. THOMASSEN, TRUST OFFICER
ALLEN H. BEMBER, ASST. TRUST OFFICER

March 27th, 1924.

Messrs. Banzhaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Gentlemen: Att: Mr. Littick.

.....

At the time the Wark Producing Corporation Voting Trust was terminated, arrangements were made with Mr. Littick for the payment of a fee of $25.00 to us.

Several bills have been sent to your office, but payment has not been made, and as we assume that the matter was overlooked, we are taking the liberty of calling it to your attention again.

Very truly yours,

T.A.Foster..AA. For the Company.

DKA
Cequin no 921

New York, March 27, 1924.

Central Union Trust Company of New York,
60 Broadway,
New York City.

Dear Sirs:

In the event that you do not receive from D.W. GRIFFITH INC. the sum of Fifteen Thousand Dollars ($15,000) per week for a period of not exceeding ten (10) weeks, commencing with the week beginning March 31st, 1924, the undersigned hereby consents that you do not take any proceeding against D.W.GRIFFITH INC. and/or any other persons liable to you on account of the loan which you have made to D.W.GRIFFITH INC. under date of October 22, 1923, and further consents that in no event shall such failure to receive such payments or any of them affect your rights under the terms and conditions of your said contract; and I hereby waive any right which I may have under my agreement with D.W.GRIFFITH INC. dated January 25, 1924, in regard to the receipt of such payments by you.

Very truly yours,

File

Signed by P. A. Powers
and delivered to Muehlman

Form 484. Page 1 of Return

[1923]

NEW YORK STATE INCOME TAX—NONRESIDENT RETURN

For the Calendar Year 1923

or Fiscal Period, begun _____ and ended _____ 1923

To be used by individuals, NOT residents of the State of New York, derived income from:
(a) property situated within the State of New York;
(b) a business, trade, profession or occupation carried on within the State of New York;
(c) services rendered within the State of New York.

See Instruction A for definition of "resident" and "nonresident."

THIS RETURN MAY BE FILED AT THE OFFICE OF THE NEW YORK STATE INCOME TAX BUREAU, 14 NORTH PEARL ST., ALBANY, N. Y., OR AT ANY DISTRICT OFFICE

IF THIS RETURN IS FOR THE CALENDAR YEAR 1923 FILE IT ON OR BEFORE APRIL 15, 1924.

If for a period other than a calendar year file it on or before the 15th day of the fourth month following the close of such period.

GRIFFITH, DAVID MARK 27113 714
1476 BRAY
NEW YORK CITY

Do not write in these spaces
Amount Paid
$
Cashier's stamp
No.

1. Did you file a return for 1921? Yes 1922? Yes
2. If so, give any address other than that above, used on such return
2a. If no return was filed for 1922, state reason

Personal Exemptions — Report your status during the period covered by this return

3. Were you at any time during this period married and living with wife (or husband)? No

3(a). If so, give name of your wife (or husband) _____

(Write name in full; always state given name of wife. If you married during 1923, give full name of wife before marriage)

4. If single, or if married and not living with wife (or husband) were you the "head of a family" as defined in Instruction F? No.

5. How many dependent persons under 18 years of age (or mentally or physically defective) received their chief support from you during the year? None

6. What is the relationship to you of the dependent persons for whose support you claim exemption under Questions 4 and 5? —

7. Did (or will) your wife (or husband) or any of your dependent minor children make a separate return? No knowledge
(If so, state name and address)

8. If not, have you included the taxable income of your wife (or husband) and the earnings of dependent minor children from sources within the State of New York in this return? No

NOTE.—*If your wife (or husband) or dependent minor children derived any income from sources within the State of New York, it must be included in this or in a separate return.*

CALCULATION OF TAX

9. Net income shown by Item 30, Page 2 of Return	$ ~~[illegible]~~ 90	8589458
10. *Less* personal exemption (See Instruction F)	1000 —	1000 —
11. BALANCE SUBJECT TO TAX	$ ~~[illegible]~~ 90	8489458

Amount of income taxable at each rate	Rate of Tax	Amount of tax	If any tax has been withheld at source from your compensation, fill in this column	Amount
$ 10000 —	12. 1% on first $10,000 of Item 11	$ 100 —	16. Total tax (*Item 15*)	$
40000 —	13. 2% on next $40,000 of Item 11	800 —		
	14. 3% on amount over $50,000 of Item 11	1046 84	17. *Less* Tax withheld at source	
$	15. TOTAL ~~[illegible]~~ 2½%	$ 1946 84 / 486 71	18. Balance due (*Item 16 minus Item 17*)*	$ 1460 13

*If Item 17 exceeds Item 16 this return will be considered as a claim for refund. No other or further claim need be filed.

The tax due must be paid IN FULL on filing return

Make Checks or Money Orders Payable to STATE TAX COMMISSION. (Do not send currency by mail. Postage stamps will not be accepted in payment of tax.)

AFFIDAVIT

STATE OF New York COUNTY OF New York, ss.:

I swear (or affirm) that to the best of my knowledge and belief, the statements contained in this return including the accompanying schedules and statements (if any) are true, and that this return is a true and complete statement, in accordance with the law and regulations, of all income, gains and profits received by or accrued to me (or the person for whom this return is made) during the taxable year 1923, from sources within the State of New York, and that all deductions entered or claimed herein are allowable under the law and regulations.

Sworn to and subscribed before me this 1 day of March, 1924.

_____ (Signature of individual or agent)

[203] _____ (Signature of officer administering oath) Seal not required _____ (Title) _____ (Address of agent) **[1923]**

RETURN OF TAXABLE INCOME OF NONRESIDENT INDIVIDUAL

19. INCOME FROM PERSONAL SERVICES (Salaries, Wages, Fees, Commissions, Bonuses, etc.)

(a) NAME OF EMPLOYER	(b) NATURE AND LOCATION OF EMPLOYMENT	GROSS INCOME FROM SOURCES WITHIN THE STATE OF NEW YORK
Mellon Nat'l Bank Pittsburgh	Gen. Stafford, Inc., Pittsburgh, Pa.	$ 1,250.00

20. INCOME FROM PARTNERSHIPS, ESTATES AND TRUSTS

If supplementary to capital, see the basis shown on the return of the partnership or fiduciary.

Give name and address of partnership, estate or trust. If estate or trust, give also name and address of fiduciary.

(a) ..... $

(b) .....

21. INCOME FROM BUSINESS OR PROFESSION (Including Farming.) See Instruction 21.

Enter here and on line 1 page 2 of return, Schedule A, or on farm schedule herein annexed, net income from business or profession, as shown on Schedule A, or on farm schedule herein annexed ..... $

(If a loss, enter in red ink and subtract.)

22. INCOME FROM RENTS AND ROYALTIES From Property Situated Within the State of New York

(a) KIND OF PROPERTY AND LOCATION	(b) GROSS AMOUNT OF RENTS AND ROYALTIES	(c) REPAIRS, DEPRECIATION AND DEPLETION (explain in Schedule B)	(d) TAXES	(e) INTEREST AND OTHER EXPENSES (explain principal items in Schedule C)	
	$	$	$	$	
(f) NET INCOME FROM RENTS AND ROYALTIES (Column b, less total of columns c, d and e). If net loss, enter in red ink and subtract.	$	$	$	$	$

23. PROFIT (OR LOSS) FROM SALE OR EXCHANGE OF LANDS, BUILDINGS AND OTHER PROPERTY SITUATED IN NEW YORK STATE (Not dealt in as a business) x x x x x

If there was more than one sale or exchange during the year, submit separate statement in similar form for each sale and enter total net profit (or net loss) opposite 16 of this Item.

In case the property was acquired prior to January 1, 1919, give all the information called for by both Columns 1 and 2. If acquired subsequent to January 1, 1919, give only the information called for in Column 1.

(1) Kind of property ..... (2) Location ..... (3) Year acquired .....

(4) SALE PRICE (OR FAIR MARKET VALUE OF PROPERTY RECEIVED IN EXCHANGE) ..... $

COLUMN 1		COLUMN 2	
(5) Original purchase price	$	(10) Exchange value January 1, 1919	$
(6) *Add* permanent improvements since purchase		(11) *Add* permanent improvements since January 1, 1919	
(7) Total	$	(12) Total	$
(8) *Deduct* depreciation since purchase		(13) *Deduct* depreciation since January 1, 1919	
(9) Cost (line 7 less line 8)	$	(14) Adjusted January 1, 1919 value (line 12 less line 13)	$

(15) (a) If Item 4 is higher than both Item 9 and Item 14, insert here the higher of Items 9 and 14... $
(b) If Item 4 is lower than both Item 9 and Item 14, insert here the lower of Items 9 and 14.....

Note: If Item 4 is neither higher nor lower than both Items 9 and 14, enter "none" and report no Gain or Loss at Item 16.

(16) Gain or loss (difference between Items 4 and 15) ..... $

24. OTHER INCOME From Sources Within the State of New York (Describe each source separately and in full)

Explain in Schedule D, page 4 of return, apportionment, if any is made, to State of New York, of income from any source, both within and without the State.

(a) Interest ..... $ 50 56 90

(b) .....

25. TOTAL INCOME FROM ABOVE SOURCES *(Items 19 to 24 inclusive)* ..... $ 1500 56 90

26. DEDUCTIONS not claimed above

See Instruction 26.
Deductions allowable to a nonresident are limited to expenses incurred in connection with the production of taxable income from sources within the State and losses from business carried on or property owned within the State.

(a) Interest on indebtedness ..... $

(b) Taxes .....

OTHER DEDUCTIONS (Describe each separately and in full)

(c) Attorney's fees ..... 9500 —

(d) Loss suffered by reason of payments made on account of personal guarantee of payments of indebtedness of Weak Producing Corp., since wind up and now dissolved 54662 32

27. TOTAL DEDUCTIONS (except contributions) ..... $ 64162 32

28. BALANCE (Item 25 minus Item 27) ..... $ 1436 24 90

29. CONTRIBUTIONS (See Instruction 29.) Submit details on Schedule E, page 4 of return. These must not exceed 15% of Item 28 ..... 858 94 58

30. NET INCOME SUBJECT TO TAX (Item 28 minus Item 29.) *Enter on page 1, Item 9* ..... $ 1436 24 90
858 94 58

The annual meeting of the stockholders and owners of the United Artists Corporation was held in the offices of the United Artists Corporation, 729 Seventh Avenue, on Friday, March 26, at which were present Mary Pickford, Douglas Fairbanks, Charles Chaplin (by proxy) and D.W.Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts, but to renew and extend their contracts for a period of three years, except Charles Chaplin, who has eight pictures still to deliver to the corporation.

It was the unanimous sentiment, expressed by the owners and stockholders of the United Artists Corporation that they were perfectly satisfied with the executive personnel of their organization, which resulted in the re-election of all officers of the corporation.

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "Boston" "Philadelphia"

Date of Shipment March 28,1924.

Where Shipped Chestnut St., Opera House.

Ordered By Mr. Gray.

ITEMS SHIPPED

		Return Check			
2 boxes stands					
2 Boxes pedestals					
1 head					
1 Booth					
1 Box music stands					
2 Boxes flooring					
1 Picture sheet					
1 Picture frame					
1 Traveler 2pcs.					
50 Ball hangers	2 Reels				
2 hanks sash cord.	300 ft. Cable.				
1 Floor pulley					
2 pulleys for travelers	1 Bell				
2 pieces Cyke.					
2 Pieces draw curtains.					
3 Borders					
1 Ground Cloth.					
1 Bolt Black cloth					
1 Box orchestra rail stands					
1 " " " Posts					
1 " " " Curtains					
1 Signal Box					
1 pail 1 brush					
1 box carbons					
1 supply box					
2 rheostats					
2 lamp heads					
2 boxes of motors					
2 heads					
1 box magazines					
1 box (Magazines etc.)					
1 box pedestal and stand.					

Returned 6/2/24

Shipped by Wm. J. Bantel.

Received by _____
SHOW MANAGER.

Returned _____

The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

89—Municipal Court Summons

Manhattan Stationery Company, Inc.
18 East 13th Street, N. Y.

INDEX No. YEAR 19

Municipal Court of the City of New York

Borough of Manhattan, Ninth District.

DOCTORS SERVICE CORPS, INC.,

Plaintiff

against

D. W. Griffith Incorporated,

Defendant

Plaintiff's Address 1467 Broadway, New York City

SUMMONS

To the above-named Defendant :

You are hereby Summoned to appear in this action in the Municipal Court of the City of New York, Borough of Manhattan Ninth District, before the clerk of the said Court at his office at 624 Madison Avenue, in the Borough Manhattan in the City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer judgment will be taken against you for the sum of $ 839.45 Dollars with interest thereon from the 29th day of March 19 24, together with the costs of this action

DATED, New York City, the 29th day of March, 19 24

MORRIS P. SCHAFFER,
Attorney for Plaintiff
Office and Post Office Address, 1463 Broadway,
Borough of Manhattan New York City

D (15934)

Due service of copy of this summons
and complaint is hereby admitted.

X

Affidavit of Service on Individual (c)

City and State of New York, County of ss.:

being duly sworn, deposes and says, that he resides at

and that on the
day of 19 , at No.

City of New York, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 14 years and not a party to the action.

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York,
Notary Public, County of

Affidavit of Service on a Corporation

City and State of New York, County of ss.:

being duly sworn, deposes and says, that he resides at

and that on the
day of 19 ,at No.

in the Borough of
City of New York, he served
the within summons and complaint on

a corporation, the defendant therein named, by delivering to and leaving a true copy of each thereof personally with

an officer of said corporation, to wit, its

deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said
to be such officer thereof at that time; deponent is over the age of 18 years and not a party to the action

Sworn to before me this
day of 19

Commissioner of Deeds, City of New York
Notary Public County of

D. W. GRIFFITH
MUSEUM OF MODERN

Index No. 194

Municipal Court of The City of New York

Borough of Manhattan, Ninth District

DOCTORS SERVICE CORPS, INC.,

Plaintiff

against

D.F.Griffith Incorporated

Defendant

Summons

COMPLAINT

A statement of the nature and substance of the plaintiffs cause of action is as follows.

1. Action for professional services rendered on behalf of defendant by plaintiff's assignor, Dr. Lemuel Caro.

2. Account stated

Defendant's Address:

(Serve A.H.T.Banshaf,Esq.,
130 W.42nd St.,
as Secretary)

MORRIS P. SCHAFFER,
Attorney for Plaintiff

1463 Broadway
Borough of Manhattan
New York City

Rec'd 4/1/24
HCB

H COLLECTION
N ART FILM LIBRARY

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANGHAF, Secretary
J. S. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

March 27,1934.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
One Exciting Night		70		
Birth Of A Nation		14216		
Love Flower		3204		
Picture U-7			5970	581
America		56276		
	0	73766	5970	581

Positive Stock Used

Eastman	60018
Agfa	19718
	79736

Negative Stock Used

Regular 581

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLASS OF SERVICE DESIRED	
Fast Telegram	
Day Letter	X
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

Receiver's Number

Check

Time Filed

Standard Time

Form 5

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

To City Transfer Co., Gus Tempe, Mgr. 135 Turk St., 192

San Francisco, California.

Please advise, return wire-collect, if you still have in your warehouse, stage effects, for which we received your last invoice Dec. 31,1923-amt. $50.00. Your reply will be appreciated.

D.W.GRIFFITH INCORPORATED.

Western Union - Straight Message.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

CLASS OF SERVICE DESIRED	
Fast Telegram	
Day Letter	
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

THE MACKAY SYSTEM — POSTAL TELEGRAPH — COMMERCIAL CABLES — THE PULSE OF THE WORLD

Receiver's Number

Check

Time Filed

Standard Time

Form 5

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

To Received March 31, 11:00 A.M. 192

In answer to wire, all W.D.E. Effects in our warehouse except two complete machines, which Jack Brehany had in his possession.

City Transfer Co.,

E.Schumacker.

March 31, 1924.

Mr. B. H. Johnston,
Racine Hotel,
Racine, Wisc.

Dear Mr. Johnston:

When I last saw your you stated that you would probably come to New York in February of this year, but as you have not called at my office I thought probably you are still in Racine.

About four weeks after I saw you last fall I left for Europe, and I only returned last week, very much rested and improved in health.

If you are not in Racine and this letter should reach you I would be very glad to have you write me your permanent address so that I may be able to pay you a visit when I am in your neighborhood.

I hope that you and Mrs. Johnston and the little girl are in the very best of health and wish to extend my very best regards to Mrs. Johnston and you. I cannot include my wife in this as she is still in Europe and will not be here for a couple of months.

Will be glad to hear from you soon, and remain

Very truly yours,

JCE/CC

MRS CHARLES WHITE NASH
STATE REGENT
EIGHT LAFAYETTE STREET
ALBANY, NEW YORK

Not played

March 31, 1924
Dictated March 25,

D.W. Griffith, Incorporated
303 Longacre Building
New York City

My dear Sir:- Attention: Booking Manager

Some weeks ago I wrote you concerning the request of many Daughters of the American Revolution that "America" be shown during the week of our Congress in Washington. In your reply you thought it doubtful but asked me to write you later.

Since that time I have seen our President General, who thinks it would not be at all practical nor possible for us to have this picture at our Congress, so this will settle the question, perhaps happily so, for you and remove any doubts.

As State Regent of New York, may I say, however, that there is extremely deep interest everywhere, I find, on the part of members of our organization in this production and the only complaint I have heard is that it is impossible to secure the picture for popular priced motion picture theatres of the smaller cities. Of course, personally, I understand the method now in vogue of showing such productions as this at legitimate theatres only for the first year. I do not offer criticism; I only thought it might interest you to know of the demand.

Very truly yours,

Frances Tupper Nash

(Mrs. Charles White Nash)

State Regent of New York
Daughters of the American Revolution

FTN:MAP

THE ALLIED ARTISTS CORPORATION,
66-68, WARDOUR STREET,
LONDON, W. 1.

March
21st
1926.

Mitchell Abrams Esq.,
THE ALLIED ARTISTS CORPN. LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Abrams,

REPORT.

1. Nothing unusual occurred in the operation of our Offices.

2. No changes whatsoever were made in the personnel.

3. Expenses for the week not available since they are kept on a monthly basis. However, nothing unusual was spent this week outside of the regular routine expenses.

4. The total business from the Branches for the week amounted to:-

Birmingham	£85. 0. 0.	
Cardiff	412. 9. 6.	
Glasgow	899. 4. 0.	
Leeds	897.10. 0.	
Liverpool	197.10. 0.	
London	352. 0. 0.	
Manchester	689.10. 0.	
Newcastle	342. 0. 0.	
Ireland	475. 0. 0.	£4350. 3. 6.

The Cash Collections for the week amounted to £7405. 3. 9.

You will kindly note that London and Birmingham were the only two that fell down. As regards Birmingham, I could not understand the reason why this has happened and accordingly sent Mr. Carr up there this morning and he will be in Birmingham for about a week to get things into shape.

Mr. Carr has just returned from Glasgow where the Branch returns for the week amounted to £899, as you will kindly note.

As regards London, during the past week, things have been in a demoralising state. Business has been shot to pieces on account of the Omnibus and Street Car Strike and people have to walk long distances to get anywhere. The Stike is still on. There seems to be nothing but Strikes of late. However, we are all hoping that matters will be settled at the end of this week so that the Theatres can get back to normal business, thus putting exhibitors in a better frame of mind.

Yours sincerely,

M. SILVERSTONE.

MS.ER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Copyright 102

Office of Secretary
130 W. 42nd St.
New York City.

March 31st 1924.

Mr. O. Nevreus,
56 Beaver Street,
New York City.

Dear Sir:

Replying to your letter of the 25th inst. addressed to the United Artists Corporation, we wish to advise that the rights to "ORPHANS OF THE STORM" have been sold for Rumania.

Thanking you for your inquiry, we are

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

Secretary.

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 31, 1924.

A

AMERICA

THE SACRIFICE FOR FREEDOM

B

Story by

ROBERT W. CHAMBERS

Produced under the personal direction of

D. W. GRIFFITH

C

Copyrighted 1924
D.W.Griffith,Inc.

1 Today, the average American enjoys comforts unknown to Kings two hundred years ago.
Today, we are the most prosperous people in the world.
Today, we live under a Government which may have its faults, but which is the best Government the world has ever known --
The Government of these
United States of America!

2 So let us remember the self-sacrifice of our Fore-fathers!
So let us remember what it cost to make us a free people!
So let us remember the price of Liberty paid in Blood and Tears!

3 The trouble began when England taxed her American colonies to help defray the expenses of the French and Indian War. The colonies, not represented in the English Parliament, objected to taxation without representation.

2 4 The village of Lexington, in Massachusetts, where the sacrifice conflict began.

5 Buckman Tavern

6 The home of Nathan Holden, some distance from Lexington, on the road to Boston.

7 Nathan Holden, a noted express rider of the day, sometimes carrying despatches as far as the sister colony of Virginia -- a comrade of Paul Revere.

8 And dreams he of the time when express riding to Virginia, by chance he met the famous belle, Miss Nancy Montague.

9 And though she was of high degree, far far above his station -

10 Afterwards, he swore - "Love may come and love may go, and sigh like the wind from tree to tree, but I shall love no more, no more, til this fair maid come back to me!

11 Williamsburg, the capital of Virginia, In its little hall of legislature, sat Washington, Jefferson, Patrick Henry, and other great leaders in the founding of the American Republic.

12 Hogsheads of tobacco.

13 Even as early as 1765, in Williamsburg, Virginia --

14 When Thomas Jefferson, destined to be the founder of democracy, stole away from the College of William and Mary, to hear the great men of the day.

15 And a young lawyer made his first speech in the House of Burgesses, declaring that America alone had the right to tax Americans.

16 And young Jefferson did not even know that the speaker was - Patrick Henry.

17 "- Caesar had his Brutus, Charles the First his Cromwell, and George the Third -

18 "Treason! Treason!"

19 "- may profit by their example."

20 "If this be treason, make the most of it!"

21 In Virginia there were a few families descended from the English nobility. They lived like princes on vast estates. Perhaps the most important of these was the Montague family - the Montague estate on the James River.

22 Often with gay parties, but tonight --

23 The Montagues are tenderly devoted to one another.

24 Mr. Justice Montague, directly descended from the great English Montague,- Charles, the Earl of Halifax.

25 The visitor, Colonel George Washington, was always a good listener.

26 Nancy Montague - the cause of Nathan Holden's youthful dreams.

27 Charles Philip Edward Montague just returned from England with the latest fads. Despite his foppery, he is the most dangerous swordsman, and one of the best shots in Virginia.

28 "Son, it is time you were concerning yourself with something more important than London fashions."

29 "Oh, father, don't chide him! He cuts such an elegant figure when he goes a-walking!"

30 "Colonel George, it is whispered that, if there is any trouble in America, you are likely to stand against our King."

31 "Nancy, I shall always endeavor to stand against injustice."

32 "Whatever happens, we are always your friends, Colonel George."

33 At the Green Dragon Tavern, in Boston.

34 Here patriotism had been kindled by two great leaders of the plain people, Samuel Adams and John Hancock.

35 Samuel Adams.

36 "No longer will Americans submit to laws unless they have a voice in making them."

37 Young Holden was a Minute Man and also a member of the <u>Sons of Liberty</u>.

38 Already across the sea, in the English Court, the kettle had hotly boiled.

39. England's King, George III - a devout and moral man, but a narrow-minded, bigoted one, who was determined to be the absolute and only ruling power.

40 In the King's closet,

41 "We will force the Americans to pay these taxes.
If other means fail -- the bayonet!"

42 William Pitt, England's greatest commoner,
comes from his sick-bed to defend the American colonies.

43 "I see not one single American in this great hall.
If they have no representation here, what right have
we to tax them. Remember, America is the son -- not
the bastard -- of England."

44 All this had happened long before the presentation
at Court of the little Virginia belle, Nancy Montague.

45 And her three bows.

46 And her father, the great Virginia Justice,
had been granted a private audience with George III --

47 - and had been entrusted by the King with a secret
mission to America empowered to offer great inducements
to those who remained loyal to His Majesty.

48 Shortly after the Montagues' return to America,
England strikes the first hostile blow.

49 The King, angered by America's refusal to accept
the tea and submit to taxation, brings about the closing
of the port of Boston.

50 Boston's port is closed; her people are out
of work and starving.

51 The Boston Committee of Public Safety sends Holden to Virginia with news of this terrible blow at American liberty.

52 The Montagues leave for the House of Burgesses, where the legislature is in session.

53 Nathan Holden carries the alarming news that Boston, an American city, is now under subjugation, as though it were a conquered province.

54 The House of Burgesses.

55 "If you only had a son like mine."

56 "Oh, there is Colonel Washington--"

57 "Ah, what happiness to marry such a man!"

58 Nathan is determined that the legislature shall hear his news from Boston.

59 "Oh, that's the bold young man from Boston!"

60 The House receives the news of Boston's plight.

61 Colonel Washington declares that, if necessary, he will at his own expense equip a thousand men, and march with them to the relief of Boston.

62 "No one admires you more than I, Colonel Washington --"

63 "- but, sir, you are wrong. I, too, am a Virginian, but first I owe allegiance to my King."

64 "Sit down, you Tory!"

End of Big Reel One

Big Reel Two

65 The young Montagues, nervous at the treatment their father is receiving, withdraw.

66 "Await me here. I will summon the coach."

67 "Miss Montague, I long to ask your pardon for the verses that I sent you."

68 "They were exceedingly bold, sir."

69 "But did have an agreeable flavor."

70 Virginia voted sympathy for the colony of Massachusetts, and appointed a day of penance and prayer in her behalf, expressing the sentiment that there is no longer a Virginia, no longer a Massachusetts, only America!

71 "I shall not linger to hear so treasonable a document read."

72 The little Tory had slight knowledge of politics, but always her father's enemies were her own.

73 "Express - Boston!"

74 "Deliver this to Samuel Adams, or your Committee of Public Safety."

75 "When shall we three meet again - In thunder lightning, or in rain? When the hurlyburly's done; when the battle's lost and won!"

76 "Well, Colonel Washington, we are always going to be friends, whatever happens, are we not?"

77 "Good bye, Miss Nancy."

78 "Charles, do your duty as you see it."

79 Montague goes North to confer with General Gage and Governor Carleton of Canada, and to organize friends of the King against the threatened rebellion-also, to win the great Indian forces to the British cause.

80 At the council fires in "The Long House," the great Iroquois Indian Confederacy.

81 Captain Walter Butler, a deputy for the King's Superintendent of Indian Affairs, requests that the Indians side with the King against the Americans in the war which he believes is about to come.

82 Sachems of The Long House assure Captain Butler of their friendship.

83 The war chiefs' solemn pledge.

84 Walter Butler at his hunting lodge.

85 Walter Butler, forseeing the Revolution, madly dreams of an apportunity through which he may become leader, and establish a new empire with himself as Viceroy

86 "Follow me; for a new empire and a new world!"

87 Sir Ashley Montague, brother of the Virginia Montague, in his home in Northern New York.

88 Sir Ashley Montague, for the sake of a laugh now and then, endures the old traveling shoemaker.

89 "Indians pow-wowin' -- [illegible] gettin' too excitin' 'round here - I'm goin' South."

90 Captain Butler leaves for Boston to confer with General Gage concerning the best method of employing the thousands of savage warriors.

91 Sir Ashley Montague wishes him Godspeed.

92 Boston.

93 The Montagues arrive at the headquarters of the British Commander, General Gage.

94 Nathan had read in the "Boston Gazette" all about the Montagues' arrival --

95 Captain Butler arrives in Boston.

96 "Captain Walter Butler ."

97 "I promise you absolutely that the majority of the warriors of the Six Nations will remain loyal to the King."

98 "The King, your Father across the sea, sends his greetings."

99 "The impudence of Your Massachusetts rebels is unbelievable."

100 "Softly, my dear sir! Let us first use diplomacy."

101 "The gallows, the bayonet, or this --"

102 "- that is the diplomacy to use on the American rebels."

103 "Pardon my zeal, your Excellency."

104 A little assembly at the House of General Gage.

105 Butler finds an opportune moment.

106 "Since I first beheld you, I have loved - for the first time ever in my life."

107 "Nancy moved to sympathy by Butler's picturesque story of his loneliness.

108 The Committee of Public Safety -- news of a warrant to arrest the American leaders, Hancock and Adams, as traitors against the King.

109 "Remember, gentlemen, if we are taken, we shall be sent to England for trial."

110 "It has come to this; that Americans are not considered fit to sit in trial upon their fellow Americans."

111 Hancock and Adams flee to Lexington, where the Minute Men determine to protect them with their lives.

113 The Montague family, bound for Canada over the old Huron trail, arrive in Lexington, on the fateful night of April 19th, 1775, --

113 - little dreaming of the impending disaster which is to change their fate forever.

114 Mr. Justice Montague enraged at the sight of the rebels under arms.

115 One of them has trouble in catching the air of a new song called "Yankee Doodle."

116 Nathan has discovered that the Montagues are stopping for the night at Lexington.

117 "If you expect me to read your love verses, you must not fight against my King."

118 "Tory,or no Tory! King, or no King! I love you - and believe I shall until I die!"

119 Later --

120 "Like it 'round these parts - nice and quiet."

121 "Ladies - they bother <u>me</u>, too."

End of Big Reel Two

BIG BALL THREE

123 Tory spies disclose the hiding place of Hancock and Adams, also the location of the arms and ammunition at Concord.

123 Reported that the British troops are preparing to seize the arms and ammunition at Concord, and to arrest Hancock and Adams.

124 "Send for Paul Revere."

125 To keep out witches!

126 "Farewell!"

127 "The memory of you as I first saw you will live with me until I die."

128 "I swear to you, sir, I meant no harm."

129 "You scoundrel! No harm, in attempting to enter a girl's bedroom?"

130 "This scoundrel of a rebel comes here to dishonor your sister."

131 "Explanations are quickest made with a pair ~~of~~ o' pistols!"

132 "Father, he was not in the room; he just -"

133 While on the Charlestown Shore, across from Boston, a nation's fate trembles.

134 Paul Revere prepares to carry the message of alarm.

135 The Old North Church - arranging the signal.

136 The signal for the British march shall be -
One, if by land; two, if by sea.

137 The Midnight Ride of Paul Revere.

138 Two British officers posted to intercept American messengers.

139 "To arms - To arms - The British are coming!"

140 "The fate of a nation was riding that night!"

141 "TO ARMS! TO ARMS!! "

142 The Minute Men gather in defense of their liberty -- the Spirit of America!

143 "TO ARMS!"

144 "My sister's honor." - How dare you address a Montague

145 "You're too old to fight!"

146 "One!"

147 Lexington.

148 "TO ARMS! THE BRITISH ARE COMING!!"

149 But the GREAT CALL -

150 Hancock and Adams warned.

151 "Why, the fools mean to resist His Majesty's Regulars!"

152 "The British!"

153 The roll call of the Minute Men.

154 Concord.

155 Major Pitcairn is safely on the way, sir."

End of Big Reel Three

BIG REEL FOUR

156 Dawn!

157 77 Americans bar the way against 800 British Regulars.

158 Nathan also -

159 Parker, Captain of the Minute Men.

160 "Disperse, ye rebels -- Lay down your arms, and disperse!"

161 "Stand your ground! If they mean to have a war, let it begin here."

162 Nathan's friend, Jonas Parker, had sworn he would never run from a British Red-Coat.

163 Oh, spirit of Washington!

164 "Charles, where are you?"

165 Nathan maddened at the death of his friend - the wild shot of vengeance against an army.

166 "Whatever side you fight on, I - I'll love you forever."

167 Nathan rides to warn his friends at Concord.

168 "Fat Adams!"

169 "Major Pitcairn says the Americans are gathering, and that he needs assistance."

170 "Oh, there is nothing to fear -- these rebel Americans will not fight."

171 Hiding the military stores at Concord.

172 Concord Bridge.

173 Nathan arrives.

174 "We ran from them this morning - but we run <u>no more</u>!"

175 "Leave hands off that bridge!"

176 TheShot heard 'round the World!"

177 AMERICA!

178 The British retreat from Concord.

179 "Where is my son - find him - find him!"

180 But his son was very busy in the American ranks.

181 Nathan sent back to rally the Minute Men and punish the British at Lexington.

182 "My son! What have you done with him?"

183 "Lay down your arms! You traitors -- you rebels!"

184 "Go into the house, Mr. Montague."

185 "That man fired on me!"

186 "I didn't - I didn't."

187 "Nathan - find him."

188 "You - you have killed my father - you rebel!"

189 After the battle -

190 "They - they cut us to pieces!"

191 Keeping it secret from his father, young Montague goes to join the American cause.

192 "Father would die if he knew you were going to fight with the Americans."

193 "It is my duty."

194 "Gettin' too exciting 'round here."

195 Bunker Hill, from Boston Harbor.

196 The redoubt.

197 The rail fence.

198 "Hold your fire until you see the whites of their eyes!"

199 "FIRE!"

200 Volunteers to replenish the supply of powder.

201 For the cause -- Montague dares!

202 His boy's letters written while at school.

203 "I know my boy is fighting for his King."

END of Big Reel Four

BIG REEL FIVE

204 But the third assault!

205 Driven but not beaten - who shall lead them?

206 In Philadelphia, at the Continental Congress -

207 George Washington receives his commission as Commander-in-Chief of the American Army.

208 A shelter for wounded Americans.

209 "Good bye, mother will be waiting for you."

210 He had heard of his son's death, and demanded to see him again for the last time.

211 The daughter, afraid of fatal consequences, if he knew his only son had fought for the American cause --

212 It was such sacrifices as these that made possible the momentous event of the Fourth of July, 1776!

213 The signing of the Declaration of Independence.

214 End of First Part

Intermission Five Minutes

215 Part Two

216 No story of the sacrifices of our forefathers would be complete without showing those actually made by the Americans in the northern part of this very state of New York. Though little known, perhaps the suffering here was greater than anywhere else in America.

217 It was on the Northern frontier that the King's forces made a tremendous effort to split America in two, and to join Canada with New York. Here they combined the Tories and the Indians to destroy the great grain regions, without which Washington's army would be starved into submission.

218 The scourge of the North country was Walter Butler, who spared neither age nor sex. In this one section alone twelve thousand farms were devastated, and the land drenched with blood.

219 Fort Esperance, usually called Fort Sacrifice, in the Mohawk Valley -- the massacres that occurred here are but examples of similar events from Canada to the Gulf, in which thousands were sacrificed that America might live.

220 Under a flag, Montague escapes to his brother's home in Northern New York.

221 Montague's home, Ashley Court, was used as a rendezvous for Indians and Tory sympathizers - the vast fields and forests making a gathering place from which they could descend upon the Americans.

223 Walter Butler's forces on the way to Oriskany.

224 Butler visits Ashley Court.

224 Captain Hare, a Tory renegade.

225 Captain Hare, enamored of Nancy, makes a terrible vow.

226 "My real purpose was to offer my respects to you.

227 "Fear nothing. I am always with my men to protect the helpless and defenseless."

228 Joseph Brant, who, though a Mohawk Indian Chief, was well educated and had been received at Court. When he returned to the warpath, however, he became a terrible foe.

229 "They say, Captain Brant, that you always wage civilized warfare."

230 "Joseph Brant has never betrayed a friend -

231 "I know of no man to whom I would rather give my daughter's hand than to yourself, Captain Butler."

232 At Valley Forge - the sacrifice!

233 Sometimes -

234 Some were without sufficient clothing even to venture from their cabins to gather firewood; others --

235 But at the darkest hour!

236 Not even the privation that Nathan endured with the others could wipe out the tender memories of Nancy.

237 A wagon needed at the hospital camp -- blocks the way of their own little vehicles.

238 A shivering onlooker had said: "If they have the spirit to move that wagon, American can never lose."

239 In the British House of Parliament -

240 - Edmund Burke protests against the use of savages in the war with America.

241 And when Washington received the news of these extraordinary horrors, he was aroused to one of his tempers - unusual, but terrifying when they occurred.

242 General Morgan, Commander of Morgan's Riflemen, the fighting Virginians and Washington's favorite unit, suggests that Major Parr and Captain Holden be sent to rid the North Country of Walter Butler.

243 "The North country must be freed of its scourge. To your work!"

244 On Nathan's breast the insigna of the famous Morgan Riflemen.

End of Big Reel Five

BIG HEAD SIX

245 "Well, I'm back - nothin' but fightin' and shootin' down there."

246 In the forces surging back and forth over this stricken country, among others comes the young Major General, the Marquis de Lafayette, to take command of the army in the North.

247 With Lafayette is Captain Holden, for a night's stop-over.

248 In the spring - Morgan's men - Virginia's pride, under Captain Holden, provided with clothing and horses at Albany, patrol the Northland.

249 While passing Ashley Court, Holden ---

250 Nancy learns that a Military Court has discovered the man responsible for the wounding of her father, and that Nathan has been exonerated.

251 "Through these many days, bitter with cold, starvation and death, there has never been a day that my thoughts have not been with you."

252 "You know how my father feels toward all rebels."

253 "He has suffered enough, and shall never suffer again through me."

254 254 "Before I go I must see your father."

255 "Mr. Montague, I warn you not to remain in this house. The Tories and the Indians of this murderous Butler turn even on their own people."

256 "Enough, sir - leave!"

257 "Nevertheless, I am doomed to love you until I die!"

258 A year later - while Holden's forces are on the Pennsylvania border, Butler conducts a raid in the vicinity of Ashley Court.

259 Supplies for Washington's army.

260 Not the least of the many sacrifices was that of an American Lieutenant, Boyd of Morgan's Rifles, who allowed himself to be cut to pieces rather than to reveal a military secret.

261 "Make him tell!"

262 Captain Hare adopts the practice of the day in which white men painted themselves like Indians to mask their dreadful cruelty.

263 The Montague's faith in their cause is so shaken by the constant proof of the outrages daily committed by Butler and his men in their warfare against the Americans -

264 - that they are hardly surprised to see Sir Ashley shot down when he remonstrates against the raiding of his stables.

265 Sometime after Sir Ashley's death, sheltering Americans made homeless by Butler's raids.

266 A letter telling of British devastation in her Virginia.

267 "I am making this for John and the soldiers in the fort."

268 "It's got some of his own blood in it."

269 "The snow made it fearful white at Valley Forge, he says."

270 "When they walked they striped the white with red."

271 "Red, white, and blue,-- but I've run out of white."

272 "At Bunker Hill - my brother's."

273 "Father, you are well enough now to know the truth."

274 "Charles did not fight for the flag I laid over him."

275 "This would have been Charles's flag, father - and - it's mine too, now." (Jumpon title)

276 "You know I always had everything Charles had."

277 Northern American Headquarters alarmed by reports that Butler is to strike the valley.

278 "General Washington depends upon this valley's grain supply, it must not be destroyed again."

279 A trusted spy is so certain that Butler is to strike at the East Ford that Holden is ordered there.

280 Most of the servants having fled, Nancy takes charge of the great estate, to the best of her ability, that it may help to feed Washington's army.

281 As an example, when one of the men was ill --

282 Butler's Tory spies having deceived the Americans as to their striking place prepare to attack the valley.

283 When they always worked in fear of death.

284 The Montague wagon train adding its mite to the caravan that is to go to Washington tomorrow -

285 The owner of the farm upon which the fort was built --

286 "This fort's the gateway to the America that's going to reach from ocean to ocean, and no stiff-backed British Redcoat can stop it.

287 Holden's forces on their way to the East Ford.

288 Butler means to sweep the country with flame, and succeed where Burgoyne had failed.

289 Butler's forces divide to strike.

290 The American scout warns the valley.

291 "TO THE FORT -- BUTLER'S IN THE VALLEY!!"

292 Nancy warned of Butler's attack fearing that her efforts for the American cause will bring destruction upon them flees to the Fort.

293 Captain Hare enraged at the news of the Montagues escape to the Fort.

294 "They are coming up the valley - only a few miles away."

295 The escape of the grain convoys.

296 The lower valley attacked.

297 "BUTLER'S IN THE VALLEY!!"

298 Fleeing for refuge.

299 Butler's men begin to burn the valley.

300 Captain Hare in command of the lower valley.

301 Fort Sacrifice was merely a fortified farm,-- this valley's only refuge. In the main it was defended by men too old for active service.

End of Big Reel Six

303 Captain Hare's men attack Fort Sacrifice.

303 He was so devoted to the cause that the defenders still called the old veteran "Captain".

304 "In memory of Virginia, to New York - and - America!"

305 Nathan is maddened by the appalling news that Nancy is at the fort with the other refugees.

306 "Mount -- to Fort Sacrifice!"

307 The sacred little flag - their first.

308 A courier begs help to break Butler's army at Johnson Hall.

309 Nathan follows the call of duty to Johnson Hall.

310 The Americans attempt to break Butler's army at Johnson Hall.

311 "Hold them! Hold them!! "

312 "Fire low, you - "

313 The riders strike the line.

314 At the moment of victory, an unexplainable panic seized the Americans.

315 "REFORM LINES'."

316 Another desperate to take Fort Sacrifice - then the whole valley will be at their mercy.

317 Now flame the sacrificial fires!

318 The second attack!

319 "CHARGE!"

320 "Oh, Great Spirit of America! Save us!"

321 "Oh, Heroes of Concord, Lexington -"

322 "Oh, immortal Washington, at Princeton courting death turning defeat to victory - help us!"

323 "TO THE KING!"

324 A courier from Washington's army brings news of --

325 The surrender of Cornwallis.

326 Washington.

327 After years -- in New York

In New York City, the inauguration of the first President of the United States of America,

George Washington.

328 Father had fought the making of a Montague into a Holden, but had lost!

329 Upon the altar of sacrifice, America receives her freedom, making a haven for the oppressed of the world, with malice toward none and charity for all.

THE END

"L O V E A N D
S A C R I F I C E."

= = = = = = = = = = = = = = =

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direction of
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PART. 1 TITLE 1.

1. The story of the sacrifices made for freedom in the American Revolution is that of a civil war, between two groups of British people, one group the Americans, being merely Englishmen who settled on the American Continent. These colonists, not represented in the British Partiament, believing in their rights as free born Englishmen, objected to taxation without representation.

2. The trouble began when England taxed her American Colonists to help defray the expenses of the French and Indian wars. The Colonies, not representing the British Parliament, objected to taxation without representation.

3. The village of Lexington, in Massachusetts, where the sacrifice began.

4. Buckman Tavern.

5. The home of a poor young farmer, Nathan Holden, some distance from Lexington, on the road to Boston.

Part 1 contd.

6. Nathan Holden (whose ancestors fought with Cromwell,) a noted express rider of the day, sometimes carrying despatches as far as the sister colony of Virginia - a comrade of Paul Revere.

7. And he dreams of the time, when, express riding to Virginia, by chance he met the famous belle,

MISS NANCY MONTAGUE.

8. And though she was of high degree, far, far above his station -

9. Afterwards, he swore,-

"Love may come and love may go,
But I shall love no more, no more,
Till this fair [redacted] come back to me!"
MAID

10. Williamsburg, capital of Virginia.

12. In virginia there were a few families descended from the English nobility. They lived like princes on vast estates. Perhaps the most important of these was the Montague family - the Montague estate on the James River.

13. Often with gay parties, but tonight --

14. The Montagues are tenderley devoted to one another.

15. Mr. Justice Montague, directly descended from the great English Montague - Charles, the Earl of Halifax.

16. The visitor, Colonel George Washington, descended from the Washingtons of Sulgove Manor House, Northamptonshire, was always a good listener.

Part 1 contd.

17. Nancy Montague, just returned from her presentation at Court in London, where she was the reigning belle- the cause of Nathan Holden's youthful dreams.

18. Charles Montague, just returned from England, he is considered the most dangerous swordsman, and one of the best shots in Virginia.

19. "Son, it is time you were concerning yourself with something more important than London fashions."

20. "Oh! father, DON'T chide him!"

21. "Colonel George, it is whispered that, if there is any trouble in America, you are likely to stand against our King."

22. "I shall always try to stand against injustice, Miss Nancy, but I still have faith in England's justice to Englishmen that there shall be no conflict between the Colonies and their mother."

23. "Whatever happens, we are always your friends, Colonel George."

24. In the Court of King George the Third were foolish counsellors.

25. King George the Third looked upon America as a rebel colony of Englishmen who wanted more liberty than he thought was good for them.

26. In the House of Commons.

Part 1 contd.

27. William Pitt, the "Great Commoner", one of the line of Englishmen who have maintained the spirit of freedom for the world, comes from his sick-bed to defend the American Colonies.

28. "They are the subjects of this kingdom, equally entitled with yourselves to all the natural rights of mankind, and the peculiar privileges of Englishmen. Equally by its laws, and equally participating of the constitution of this free country. The Americans are the sons, not the bastards of England."

William Pitt's famous oration in the House of Commons.

An actual quotation.

29. In the King's Closet. Perhaps Sir Francis Bernard, Governor of Massachusetts, was mainly responsible for creating the misunderstanding between the King and his Colonies in America; these Colonies which still called England their home.

30. The King, as well as a certain group around him, failed to understand the spirit of the Colonists who still felt a great attachment for the Mother Country.

31. At the Green Dragon Taver, in Boston. Here resistance to what they considered usurption of their rights had been organized by the two leaders, Samuel Adams and John Hancock.

32. His Majesty put power into the angry hands of Governor Bernard, so Boston's port is closed, her people out of work and starving.

Part 1, contd.

33. Nathan Holden was a Minute Man and also a member of the Sons of Liberty.

34. The Boston Committee of the Public Safety sends Holden to Virginia with news of this terrible blow at Liberty.

35. The Montagues leave for the House of Burgesses, where the legislature is in session.

36. Nathan Holden carries the alarming news that Boston is now under subjugation, as though it were a conquered province.

37. The House of Burgesses.

38. "Oh, there is Colonel Washington -."

39. "Ah, what happiness to marry such a man."

40. Nathan is determined that the legislature shall hear his news from Boston.

41. "Oh, that's the bold young man from Boston!"

42. The House receives the news of Boston's plight.

43. Colonel Washington declares that, if necessary, he will at his own expense equip a thousand men, and march with them to the relief of Boston.

44. "Sir you are wrong. I, too, am a Virginian, but first I owe allegiance to my King!"

45. "Sit down, you Tory!"

46. Note: The word "Tory" had at this time a special significance in America, being applied to those who, although American born, sympathised with the old regime of government without representation.

Part 1 Contd.

46. The young Montagues, nervous at the treatment their father is receiving, withdraw.

47. "Await me here. I will summon the coach."

48. It was an act of great daring for Holden even to speak to one so far above him in station as Nancy Montague.

49. "Miss Montague, I long to ask your pardon for the verses I sent you."

50. "They were exceedingly bold, sir."

51. "But did have an agreeable flavour."

52. Virginia voted sympathy for the Colony of Massachusetts and appointed a day of penance and prayer in her behalf, still none dreaming of seperation from the Mother Country.

53. "I shall not listen to that treasonable document."

54. The Little Tory had slight knowledge of politics, but always her father's enemies were her own.

55. "Express - Boston!"

56. "Deliver this to your Committee of Public Safety!"

57 Threatening clouds of war.

The parting of old friends.

58. "Goodbye, George - though we walk difference paths, pray God that our old friendship shall endure.

59. "Goodbye, Miss Nancy."

60. "Charles, you are the son of an honourable father -

Part 1 Contd.

do your duty - but do it as you see it."

61. Montague goes North to confer with General Gage and Governor Carleton of Canada, and to organise friends of the King against the threatened rebellion - also, to win the great Indian forces to the British cause.

62. Sir Ashley Montague, brother of the Virginian Montague, in his home in Northern New York.

63. Sir Ashley Montague sometimes jests with the old shoemaker.

64. "Indians pow-wowin' -- gettin' too excitin' 'round here - I'm goin' South."

65. Nearby - the council fires of the great Indian Comfederacy.

66. Captain Butler, American born though America's bitterest foe, and formerley Deputy of Indian affairs, attempts to win the friendship of the great Indian Confederacy.

67. Sachems of the Long House assure Captain Butler of their friendship.

68. Walter Butler, foreseeing the threatened war, dreams of an opportunity through which he may become leader, betray his king, and over the ruins of his country establish a new empire with himself as ruler.

69. The war chiefs' solemn pledge.

70. Boston.

71. The Montagues arrive at the head quarters of the British Commander, General Gage.

Part I, contd.

72. Nathan had read in the "Boston Gazette" all about the Montagues arrival --

73. Captain Butler arrives in Boston.

74. "Captain Walter Butler."

75. Butler attempts to convince General Gage of the importance of the power of the six Nations.

76. "The impudence of your Massachusetts rebels is unbelievable."

77. "The gallows, the bayonet, or this --"

78. " - that is the persuasion to use on these rebels."

79. "Pardon my zeal, your Excellency."

80. A little Assembly at General Gage's. At the first sight of Nancy, Butler determined to add her to his conquests.

81. Butler finds an opportune moment.

82. "Since I first beheld you, I have loved - for the first time ever in my life."

83. Nancy is moved by Butler's picturesque story of his loneliness.

84. The Committee of Public Safety - news of a warrant to arrest the Rebel leaders, Hancock and Adams, as traitors against the King.

85. "We shall be sent to England for trial."

86. Hancock and Adams flee to Lexington, where the Minute Men determine to protect them with their lives.

Part 1 contd.

87. The Montague family, bound for Canada over the old Mohawk trail, arrive in Lexington, on the fateful night of April 18th, 1775.

88. -- little dreaming of the impending disaster which is to change their fate forever.

89. Montague enraged at the sight of the rebels under arms.

90. One of them has trouble in catching the air of a new song called "Yankee Doodle."

91. Nathan has discovered that the Montagues are stopping for the night in Lexington.

92. "If you expect me to read your love verses, you must not fight against my King."

93. "Tory, or no Tory! King, or no King! I love you - and shall until I die."

94. Later --

95. "Like it 'round these parts - nice and quiet."

96. "Ladies - they bother me, too."

97. Ended - their last game.

98. Reported that the troops are preparing to seize the arms and ammunition at Concord, and to arrest Hancock and Adams.

99. "Send for Paul Revere."

100. To keep out witches!"

Part 1 contd.

101. "Just one word of farewell!"

102. "The memory of you as I first saw you will live with me until I die."

103. "I swear to you, sir, I meant no harm."

104. "You scoundrel! No harm in attempting to enter a girl's bedroom!"

105. "This common farmer - this scoundrel of a rebel, comes here to dishonour your sister!"

106. "Explanations are quickest made with a pair o' pistols."

107. "Father, he was not in the room, he just -- ".

108. While on the Charlestown Shore, across from Boston, their fate - and the Nation's - trembles.

109. Paul Revere prepares to carry the message of alarm.

110. The Old North Curch - arranging the signal.

111. The signal of the Regulars march shall be - One, if by land; Two if by sea.

112. The Midnight Ride of Paul Revere.

113. Two officers of the Regulars posted to intercept Rebel messengers.

114. "To arms - to arms - the Regulars are comming."

115. "The fate of a nation was riding that night."

116. "TO ARMS! TO ARMS!"

117. The Colonists gather in defence of their liberty.

118. "My sister's honour - how dare you address a Montague!"

Part 1 Contd.

119. "TO ARMS!"

120. "ONE!"

121. Lexington.

122. "TO ARMS! THE REGULARS ARE COMING!"

123. But the Great Call --

124. Hancock and Adams warned.

125. "Why, the fools mean to resist His Majesty's Regulars!"

126. "The Regulars!"

127. The roll call of the Minute Men.

128. "Major Pitcairn is safely on the way, sir."

129. Dawn!

130. By the blood of their Ancestors, 77 resolute sons of England bar the way to 800 soldiers. It was a deplorable feature of the Government campaign, bitterley assailed in Parliament by Burke and Fox and Pitt, and all the foremost leaders of British thought, that German mercenaries were largely used in this struggle.

131. Nathan also -

132 Parker, Captain of the Minute Men.

133. "Disperse, ye rebels - Lay down your arms, and disperse!"

134. "If there must be a war, let it begin here."

135. Nathan's friend, Jonas Parker, had sworn he would never run from a Regular.

Part 1 contd.

136. After the warning volley the Regulars heard an accidental shot, which they believed came from the Rebels side, and began fighting in earnest.

137. "Charles, where are you?"

138. -Nathan!

139. "Whatever side you fight on, I - I'll love you - forever."

140. Nathan rides to warn his friends at Concord.

141. "Oh, there is nothing to fear - these rebels will not fight."

142. Hiding the Military stores at Concord.

143. Concord Bridge.

144. Nathan arrives.

145. "We ran from them this morning - but we run no more."

146. "Leave hands off that bridge!"

147. The shot heard, round the World!"

148. The Regulars retreat from Concord.

149. "Where is my son - find him - find him!"

150. But his son was fighting in the rebel's ranks.

151. Here was a war of brother against brother, son against father, - veritably a civil war. How much better would it have been had counsel prevailed instead of the dreadful arbitrament of war.

PARTS GIVEN.

152. Nathan sent back to rally the Minute Men and punish the Regulars at Lexington.

153. "What have you rebels done with my son?"

154. "Lay down your arms! You traitors -- you rebels!"

155. "Go into the house, Mr. Montague."

156. "That -- that farmer fired on me!"

157. "I didn't - I didn't."

158. "Nathan - find him."

159. "Nathan, come-".

160. "You - you have killed my father - you rebel!"

161. After the battle -

162. "They - they cut us to pieces."

163. Butler dreams a dream of autocrafic power -

164. Charles could no longer be true to the King without being disloyal to liberty and his birthplace.

165. "It would kill father if he knewyou were going to fight against the King."

166. "I am not fighting the King - I am fighting injustice - it is my duty."

167. "Things gettin' too excitin' 'round here - - I'm goin' North."

168. Bunker Hill, from Boston Harbor,

169. The redoubt.

PART 1 CONTD.

170. "Hold your fire until you see the whites of their eyes!"

171. "Fire!"

172. Volunteers to replenish the supply of powder.

173. For the cause -- Montague dares!"

174. His boy's letters written while at School.

175. "I know my boy is fighting for his King."

176. Despite tremdous losses, with their usual dogged bravery, again and again they tried until the last time --

177. In Philadelphia, at the Continental Congress.

178. George Washington appointed Commander-in-Chief of the American army.

179. A shelter for wounded rebels.

180. "Goodbye -- Mother will be waiting for you."

181. He had heard of his son's death, and demanded to see him again for the last time.

182. The daughter, afraid of fatal consequences, if he knew his only son had fought for the rebel cause. -

183. And then - -

184. The signing of the Declaration of Independence - the beginning of the new English speaking nation.

END OF PART ONE

PART 2

Part M contd.

185. The Northern Frontier.

186. Fort Esperance, usually called Fort Sacrifice, in the Mohawk Valley - the massacres that occured here are examples of the terrible work of the renegade American, Butler.

187. Montague escapes to his brother's home in Northern New York.

188. Walter Butler's forces on the way to Oriskany. His magnetism and real ability had gathered an army of malcontents from American territory, uniformed as "Butler's Greens."

189. The scourge of the North Country was Walter Butler, that renegade American, who spared neither age nor sex. In this one section alone twelve thousand farms were devastated and the land drenched with blood.

190. Walter Butler visits Ashley Court.
Note: At an affair given in Quebec, after the Cherry Valley massacres, British Officers of the Regular army refused to take the hand of this renegade.

191 Captain Hare - another American renegade - uses the excuse of war for his own personal passions and savagery.

192. Captain Hare, enamoured of Nancy, makes a terrible blow.

193. Butler had so far managed to deceive the Loyalists as to his real intentions. Before the Cherry Valley massacres few dreamed of his real character.

194. "My real purpose was to see you."

195. Joseph Brant, who, though a Mohawk Indian Chief, was

Part 8 Contd.

well educated and had been received at court. When he returned to the warpath, however, he became a terrible foe.

196. "Tell all the members of the tribe that this one must go unscathed, for upon her is the mark of Joseph Brant."

197. "I knew of no man to whom I would rather give my daughter's hand than to yourself, Captain Butler."

198. At Valley Forge, where the Rebels endured tremendous privations for the cause which they believed to be so just.

199. Sometimes -

200. Some were without sufficient clothing even to venture from their cabins to gather firewood; others --

201. But at the darkest hour!

202. Not even the privations Nathan endured could still the great flame for Nancy.

203. Nancy had always dreamed of Nathan as her first real love - sometimes it does strike deep.

204. A wagon needed at the hospital camp -

205. When Washington received the news of the outrages committed by Butler and his associates, he was roused to one of his tempers - unusual, but terryfying.

206. "The coutry must be rid of Walter Butler."

207. General Morgan, Commander of Morgan's Riflemen, Washington's favourite unit, suggests that Captain Holden be sent to rid the North Country of Walter Butler.

Part 8 contd.

208. "The borderland must be freed. I regret I can spare no more men."

209. On Nathan's breast the insignia of the famous Morgan's Riflemen.

210. "Well, I'm back - nothin' but fightin' and shootin' down there."

211. In the Spring - Morgan's men - Virginia's pride, under Captain Holden, provided with clothing and horses at Albany, patrol the Northland.

212. While passing Ashley court Holden --

213. Nancy learns that a Military Court has discovered the man responsible for the wounding of her father, and that Nathan has been exonerated.

214. "Through these many days, bitter with cold, starvation and death, there has never been a day that my thoughts have not been with you."

215. "You know how my father feels toward all rebels."

216. "He has suffered enough, and shall never suffer again through me."

217. "Before I go I must see your father."

218. "It is true you would have nothing to fear from the British Regulars who fight American soldiers on the field bravely and squarely, but this Butler, with his crew of renegades, is a traitor to his King as well as common decency.

219. "Mr. Montague, I warn you not to remain in this house.

Part M. Cont'd.

The renegades and Indians of this murderous Butler turn even on their own people."

220. "Enough, sir - leave."

221. "Nevertheless, I am doomed to love you until I die!"

222. A year later - While Holden's forces are on the Pennsylvania border, Butler conducts a raid in the vicinity of Ashley Court.

223. Supplies for Washington's army.

224. Butler's men raid Ashley Court.

225. Sir Ashley's remonstrances costs him his life.

226. Northern American headquarters alarmed by reports that Butler is to raid the Valley.

227. A spy reports that Butler is to hold a Council of War at Ashley Court to plan the attack.

228. "General Washington depends upon this Valley's grain supply - it must not be destroyed again."

229. "With our limited forces it is necessary to find his exact striking place, or our whole country may be destroyed.

230. Major Strong and Captain Holden arrive at Ashley Court to investigate.

231. Butler means to succeed where Burgoyne failed, sweep the country with flame, and establish his own empire upon its ashes.

232. "You will bring your Mohawks here at three o'clock, Joseph Brant."

Part 5, Continued.

233. "At three o'clock, Walter Butler."

234. "CAPTAIN Butler, by your leave."

235. "Do you believe those idle tales concerning me?"

236. "Walter Butler, of the Cherry Valley massacres, is not welcome here."

237. "Arrest that man."

238. "Fear nothing, father, I am quite safe."

239. Butler's Council of War.

240. "You will join Major Rose at Johnson Hall, and hold back the Americans, until Fort Sacrifice is broken."

241. "Captain Hare, destroy Fort Sacrifice."

242. "Warn the valley."

243. "Not that door -- Butler's men."

244. "The house is surrounded - wait until they leave."

245. "Bring Miss Montague here!!"

246. "Wait here until I return!"

247. "Captin Butler, you wouldn't keep me here among all these terrible people."

248. "Were you not promised to me?"

249. "On you depend the lives of thousands - women and little children. All die if you fail to warn the Valley."

250. Nathan must sacrifice either his country or his loved one.

Part H Contd.

251. "Your duty - Washington's orders!"

252. "The time has come to strike."

253. "My Mohawks, say, now or not at all."

254. "Watch that girl until I return."

255. "I'll get the guns."

256. "TO THE FORT -- BUTLER'S IN THE VALLEY!!"

257. Nancy flees to the Fort, the only refuge for people of both sides from Butler.

258. Butler's forces divide to strike.

259. "They are coming up the Valley - only a few miles away."

260. "For God's sake- that grain convoy - turn it back."

261. The escape of the grain convoys.

262. Fleeing for refuge.

263. Captain Hare attacks the lower valley.

264. They strike Fort Sacrifice.

265. "Mount - - to Fort Sacrifice!"

266. A courier turns them to help break Butler's army at Johnson Hall.

267. The Americans attempt to break Butler's army at Johnson Hall.

268. "Hold them! Hold them!!"

269. "Fire low, you -."

Part 8 Contd.

270. The Riders strike the line.

271. "CHARGE."

272. A courier from Washington tells that an armistice has been declared, and peace is at hand.

273. So Holden taught Montague that great hearts raise themselves above birth and wealth.

274. After years - at the celebration of the signing of peace in New York City.

275. Father had fought the making of a Montague into a Holden - but had lost!

276. Friends of old - again friends. What shall be the future use of the illimitable power of the English-speaking peoples in the work of the world; above all, in solidifying peace that SACRIFICE may have been not in vain and that LOVE may endure?

Amerisa

124

We, D.W.GRIFFITH INCORPORATED, a Maryland Corporation having an office at #1476 Broadway, in the Borough of Manhattan, City, County and State of New York, party of the first part, in consideration of the sum of Ten (10) Dollars, the receipt of which is hereby acknowledged, have granted to HERBERT M. WILLIAMS, of the Village and Town of Mamaroneck, Westchester County, New York and HORACE C. PERRIN, of the Town of Mamaroneck, said County and State, parties of the second part, the exclusive option to purchase ALL that certain piece, parcel or tract of land, situate in the Village and Town of Mamaroneck, County of Westchester and State of New York, shown on a map made by STEPHEN S. PALMENTER in the year 1852 of lands in the Town of Mamaroneck belonging to THOMAS I. DELANCEY, which said parcel of land is bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Union Avenue Esplanade, at a stone wall standing between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., running thence along said Avenue north thirty-eight degrees forty-two minutes west, one hundred and thirteen 63/100; feet; thence still along said Avenue north thirty-two degrees one minute west, three hundred and thirty-five 32/100 feet; thence still along said Avenue north thirty degrees eighteen minutes west two hundred and thirteen 59/100 feet; thence still along said Avenue north twenty-six degrees forty-six minutes west eighty-four 23/100 feet to a stone wall, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of Rushmore and Hatch; thence along said wall and said boundary line south sixty-one degrees four minutes west six hundred and twenty-eight 38/100 feet; thence still along said wall and boundary line south six degrees, fifty-nine

minutes, thirty seconds west to the centre of the creek or inlet from Long Island Sound; thence along the shore of said inlet or creek as the same winds and turns westerly, southerly and easterly to the point of an indentation; thence westerly against southerly and thence easterly to a point on said shore at the said stone wall first mentioned, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., thence along said stone wall north forty-eight degrees fifty-four minutes east eight hundred and six feet to the point or place of beginning containing by estimation about 32 acres more or less being the same premises conveyed to D.W.G. Corporation, by John W.R.Crawford and Mabel N. Crawford, his wife, by deed, dated January 2, 1920, and recorded in the office of the Register of Westchester County in Liber 2230 of Deeds at page 492 and subsequently conveyed to the party of the first part by said D.W.G. Corporation by deed dated July 1, 1920.

TOGETHER with all the right, title and interest of the party of the first part of, in and to that portion of land under water, lying in front of and adjoining the premises hereinbefore described, to the centre of the channel in front of said premises as the same were granted to Cecilia A. Howell by the People of the State of New York, by grant dated October 21, 1873; and also all the rights and privileges, if there be any, of the party of the first part under the Agreement of April 29th 1914, between Ella Cecilia Howell, as Executrix and Trustee, and the said John W.R.Crawford, recorded in the Office of the Register of said Westchester County in Liber 2,051 of Deeds, page 470, subject to all the terms, conditions and obligations imposed by the said Agreement, the party of the first part hereby making no allegation

that any such rights or privileges exist.

Subject, however, to covenants and restrictions contained in all prior deeds and conveyances.

Subject, however, to a permanent right-of-way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power plant and/or telegraph service to and from the studio and buildings of the party of the first part situated and erected upon the premises of the party of the first part, formerly known as the "Flagler property" and/or to and from premises adjacent to the above-described premises now or formerly owned by HUGO V. LOEWI, over upon or under the premises hereinabove mentioned and covered by this option. Said wires are to be strung upon poles as now erected or placed in conduits and said poles or conduits may at the request of the then owners of the premises above-mentioned now owned by the party of the first part be removed (once only) by the parties of the second part, their heirs, executors, administrators, successors and assigns , to a reasonable location upon the above-described premises, but at the sole cost and expense of the parties of the second part, their heirs, administrators, successors and assigns.

The party of the first part does also hereby reserve unto itself, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of the Company or Corporation supplying the aforesaid service over,upon across or under the above-described premises for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines as above-mentioned.

The above-mentioned right-of-way or easement shall

run to the owner or owners of said adjoining or nearby "Flagler and Loewi premises" their heirs, executors, successors and assigns FOREVER and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable premises", their heirs, successors and assigns FOREVER, reserving unto the parties of the second part, their heirs, administrators, successors and assigns, a right to the use of said poles, conduits or other lines for service as aforesaid to the aforesaid premises hereinabove mentioned.

The terms of this option are as follows, viz: That if the parties of the second part on or before the first day of June, 1924, notify the party of the first part or its attorney , ALBERT H.T. BANZHAF, at his office #130 West 42nd Street, City, County and State of New York of their intention to purchase the above described property under this option or agreement then the parties hereto shall execute a contract or agreement for the sale and purchase of the above described premises on the following terms and conditions; (deed to be delivered only after the party of the first part shall have obtained the affirmative vote or written consent of the holders of a majority of the Class "A" stock of the said party of the first part at the time outstanding): viz:-

The purchase price to be Three thousand ($3,000.) Dollars per acre, by survey (approximately Ninety six thousand Dollars) to be paid as follows:

Ten thousand ($10,000.) Dollars in cash upon the execution of the contract; Twenty per centum (20%) of the purchase price less the said Ten thousand Dollars (approximately Nine thousand two hundred Dollars) in cash upon the delivery of the deed as hereinafter provided; and the balance, viz; Eighty (80) per centum of the purchase price (approximately Seventy-six thousand two hundred Dollars) by the execution and delivery to the party of the first part

of a bond or obligation executed by any person selected by the parties of the second part, together with a purchase money mortgage for the said eighty (80) per centum of the purchase price, secured by the hereinbefore described premises, payable on or before ten (10) years after the date thereof, with interest at the rate of six (6) per centum per annum payable semi-annually, the principal sum to be reduced or amortized by payments of five (5) per centum per annum for four (4) years beginning one (1) year after the date thereof: the said bond and mortgage to be in the form usually used by the Westchester Title and Trust Company of White Plains, New York: to be drawn by the attorney for the party of the first part at the expense of the parties of the second part, the mortgage tax and the recording fees to be paid by the parties of the second part.

The deed to be delivered shall be a full covenant and warranty deed conveying to the parties of the second part, their heirs, or assigns a good and marketable title to the hereinbefore described premises.

The said deed shall be drawn and executed by and at the expense of the party of the first part and shall be delivered subject to the consent of Class"A" stockholders as aforesaid upon receipt of the said payment and bond and mortgage at the office of Albert H.T.Banzhaf, Esq., No.130 West 42nd Street, Borough of Manhattan, New York City, on or before four (4) months after the exercising of this option by the parties of the second part.

And it is further understood and agreed that the parties of the second part and their engineers and architects may upon the delivery of this option enter upon the premises for the purpose of surveying, plotting and laying out the same, and may after the delivery of the said contract improve the

premises by the preparation or construction of a golf course or part of a golf course to cover these and other adjoining premises, the construction of a dam across Prickly Pear Inlet dredging or filling in land below or above high water mark, the construction of a club house with appropriate out-buildings, bath houses, bathing beach, sea walls, landings, tennis courts, driveways, drains, sewers, water, gas, light and telephone mains and drive-ways or streets; but no improvements or construction work shall be done under the provisions of this paragraph until the party of the first part shall be satisfied that funds are available to pay for such improvements or construction work to the end that no mechanics liens shall be filed therefor/ Provided, however, that the parties of the second part, their agents, servants and/or employees shall not commit any act or do anything or cause anything to be done that may be deemed by the party of the first part injurious to the above-described premises or which may damage or injure any adjoining premises.

It is further agreed that the party of the first part will, upon the delivery of said deed, pay the parties of the second part as licensed real estate brokers the usual five per cent brokerage commission.

It is further understood and agreed that the party of the first part will extend the term of this option for sixty (60) days upon the receipt before June 1st 1924 of the written request of the parties of the second part and upon payment of Two thousand ($ 2,000.) Dollars cash, which shall apply upon the payment to be made upon the delivery of the said contract.

But it is further understood and agreed between the parties hereto that if the parties of the second part do not exercise their rights under this option on or before the first

day of June, 1924, or within sixty (60) days thereafter in case of the extension of the term as hereinbefore provided, then this agreement or option shall be and become null and void and any payments paid on account of this option shall be forfeited and become the absolute property of the party of the first part.

It is further understood and agreed between the parties of that in the event that the holders of a majority of the Class "A" stock of the party of the first part as aforesaid shall not consent to the sale of the aforesaid property within ninety (90) days after exercise by the parties of the second part of their rights under this option the party of the first part agrees to return to the parties of the second part any and/or all sums of money heretofore deposited by the parties of the second part in consideration of this option and neither party shall be further liable to the other by reason thereof.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by its proper officers and its official seal to be placed hereon this day of March, 1924.

D.W.GRIFFITH INCORPORATED.

ATTEST:

_____
President.

_____
Secretary.

ACCEPTED: Herbert M. Williams

_____

- - - - - - - - - - - - - - - - -

D.W.GRIFFITH INCORPORATED.

to

L. WARD PRINCE

- - - - - - - - - - - - - - - - -

OPTION TO PURCHASE

- - - - - - - - - - - - - - - - -

#133 6 June 1924 2

AGREEMENT made the day of March, 1924, between D.W.GRIFFITH INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, Boro of Manhattan, City of New York, State of New York, party of the first part, and L.WARD PRINCE, of 342 Madison Avenue, Boro of Manhattan, City and State of New York, party of the second part, in manner following:

Said party of the first part in consideration of the sum of Two thousand ($2,000) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, hereby bargains, sells, grants and gives unto the said party of the second part the option to purchase upon the following terms and conditions the property formerly known as the Flagler piece and now known as the Griffith Studio Property, located at Orienta Point, Mamaroneck, New York, consisting of twenty-eight (28) acres. more or less,

RIDER TO AGREEMENT BETWEEN
D.W.GRIFFITH INCORPORATED AND L.WARD PRINCE.

Also all the rights, titles and interests of the party of the first part, in and to a certain "Right of Way" for the maintenance of telegraph or electric poles, wires, conduits etc.,- subject however, to the obligations of the party of the first part, with relation thereto.

purchase of the hereinbefore described premises in the sum of Five hundred fifty thousand ($550,000) Dollars and the sum is to be paid as follows: Two thousand ($2,000.) Dollars, paid upon delivery of this option agreement; One hundred forty-eight thousand ($148,000) Dollars in cash at the time of delivery of the Deed, balance of Four hundred thousand ($400,000) Dollars by the party of the second party given to the party of the first part a purchase money mortgage therefor, interest at Six (6%) percent per annum,

#133 © Jun 1924 ©

AGREEMENT made the day of March, 1924, between D.W.GRIFFITH INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, Boro of Manhattan, City of New York, State of New York, party of the first part, and L.WARD PRINCE, of 342 Madison Avenue, Boro of Manhattan, City and State of New York, party of the second part, in manner following:

Said party of the first part in consideration of the sum of Two thousand ($2,000) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, hereby bargains, sells, grants and gives unto the said party of the second part the option to purchase upon the following terms and conditions the property formerly known as the Flagler piece and now known as the Griffith Studio Property, located at Orienta Point, Mamaroneck, New York, consisting of twenty-eight (28) acres, more or less, together with all the right, title and interest of the party of the first part in and to the land under water and adjacent thereto, subject to restrictions now against said property, if any.

1. That this option to purchase shall expire on the 19th day of June, 1924, at 12 M.

2. The purchase price hereby agreed upon for the purchase of the hereinbefore described premises is the sum of Five hundred fifty thousand ($550,000) Dollars and the sum is to be paid as follows: Two thousand ($2,000.) Dollars, paid upon delivery of this option agreement; One hundred forty-eight thousand ($148,000) Dollars in cash at the time of delivery of the Deed, balance of Four hundred thousand ($400,000) Dollars by the party of the second party given to the party of the first part a purchase money mortgage therefor, interest at Six (6%) percent per annum,

payable in five (5) yearly installments of Eighty thousand ($80,000) Dollars, which purchase money mortgage shall provide for the release of any portion of the aforesaid premises upon payment at the rate of Fifteen thousand ($15,000) Dollars per acre.

3. Said party of the first part on receiving such payment at the time and in the manner above mentioned (subject, however, to the affirmative vote or written consent of the holders of a majority of the Class "A" stock of the said party of the first part at the time outstanding), shall, at its own proper cost and expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to said party of the second part or to his assigns a proper Deed containing a general warranty and the usual full covenants for the conveying and assuring to him or them the fee simple of the said premises free from all incumbrances, except as aforementioned, which Deed shall bedelivered on July 30th 1924, at 12 M., at the office of ALBERT H.T.BANZHAF 130 West 42nd Street, Boro of Manhattan, City of New York.

4. The Party of the first part hereby represents that it is the owner in fee simple of the said premises and has full power to give and grant this option.

5. In the event that a majority of holders of Class"A" stock of the party of the first part, as aforesaid, shall not consent to the sale of the aforesaid property within 60 days from the date of this instrument, the party of the first part agrees to return to the party of the second part the sum of Two thousand ($2,000) Dollars heretofore deposited as aforesaid by the party of the second part in consideration of this option and neither party shall be further liable to the other by reason thereof.

6. If the party of the second part shall fail to avail himself of this option to purchase at the time and in

the manner as herein set forth, then the party of the second part shall forfeit to the party of the first part the consideration paid to the party of the first part at the time of the signing and sealing of this agreement.

7. The party of the first part reserves unto itself the right to remove any and all material, personalty, machinery and fixtures, other than structural, or buildings on said property. ~~with the exception of the so-called "mansion", stable and other buildings on said premises at the time of possession by the party of the first part.~~

8. It is further agreed that in the event that the option herein granted shall be finally exercised, the party of the second part shall receive the usual commission paid to real estate brokers in Westchester County.

This agreement and all its stipulations are to apply to and bind the successors, assigns, heirs, executors and administrators of the respective parties.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, and the party of the second part has hereunto set his hand and seal the day and year first above written.

D.W.GRIFFITH INCORPORATED.

By _____

_____ (L.S.)

Mr. Edwin R. Mordhurst, President of the Lexington Historical Society, at the conclusion of the premiere performance of "America", in speaking to Mr. Griffith and his associates said in part: "Mr. Griffith, it has been a great privilege to witness the first performance of "America" and I am at loss for words to express how deeply impressed I am with the picture. I had seen your and your company at work in Lexington - I expected much - but nothing so stupendous or so ~~shattering~~ stirring as in your finished picture. Yet even in the magnitude of your task you have held to historic accuracy with remarkable fidelity. Mr. Griffith, you cannot imagine the trembling and then the thrills that gripped me as the little village of Lexington, the Birthplace of American Liberty came before my eyes. Scenes taken on the spot where Hancock and Adams sought the hospitality of Parson Clarke - in that real fountain-head of American Independence - the Hancock-Clarke House - where those two men were strengthened in their immortal task by the sound counsel and spiritual word of Parson Clarke. The same house from which that venerable ~~assass~~ patriot witnessed the massacre on Lexington Common and hurried forth to administer to the dead and dying who had, from his lips, in the little church on the Common, heard and now obeyed his patriotic admonitions.

there was the tavern drum that summoned these humble farmers to immortality — the guns, the powder horns — they were — sacred relics built for all time as an inspiration to future Americans. There was the Harrington house where Jonathan Harrington, mortally wounded, crawled to his door-step and died at his wife's feet. Then Jonas Parker, the next-door neighbor of Parson Clarke, swearing that he will never flee from British Red-coats, wounded, trying to load his flint-lock, is struck down and bayonetted by the King's troops. Capt Parker, the idol of his little band, comforting them, counseling them, — then — as the approach of the Regulars brings full realization of the inevitable conflict bids his little company to "Stand your ground — don't fire unless fired upon — but if they mean to have a war let it begin here." A moment later Lexington Common is enveloped in smoke and America is born! The great sacrifice has been made that you and I and countless generations may enjoy freedom and equality in this great land.

Mr. Griffith, Lexington salutes you, and to your handiwork "America". I say God speed you in your glorious work of telling the story of the sacrifices of our forefathers and in your patriotic mission of teaching a higher and a finer Americanism."

Eddie

D. W. GRIFFITH

presents

"AMERICA"

TWICE DAILY

MATINEES EXCEPT SUNDAY . 2.15 P. M.
EVENINGS . . . 8.15 P. M.

SUNDAY MATINEE . 3 P. M.

at the

44*th* Street Theatre

D. W. GRIFFITH

presents

"AMERICA"

STORY AND TITLES BY
ROBERT W. CHAMBERS

Historical arrangement by JOHN L. E. FULL

D. W. GRIFFITH, INC., ALBERT L. GREY, *General Manager*
GERRIT J. LLOYD, *General Press Representative*
JAMES M. ASHCRAFT, *Personal Representative for Mr. Griffith*
PATRICK CAMPBELL, *Business Manager*

Music composed and arranged by
JOSEPH CARL BREIL, *General Music Director*
Orchestra directed by CESARE SODERO
Assisted by ADOLPH FIRK

Cast of Characters

(In the order of their appearance)

Nathan Holden.....Neil Hamilton
Justice Montague.....Erville Alderson
Miss Nancy Montague.....Carol Dempster
Charles Philip Edward Montague.....Charles Emmett Mack
Samuel Adams.....Lee Beggs
John Hancock.....John Dunton
King George III.....Arthur Donaldson
William Pitt.....Charles Bennett
Lord Chamberlain.....Dowling Clark
Thomas Jefferson.....Frank Walsh
Patrick Henry.....Frank McGlynn, Jr.
George Washington.....Arthur Dewey
Richard Henry Lee.....P. R. Scammon
Captain Walter Butler.....Lionel Barrymore
Sir Ashley Montague.....Sidney Deane

General Gage ..... W. W. Jones
Captain Montague ..... E. Bassman
Chief of Senecas, Hiakatoo ..... Harry Semails
Paul Revere ..... Harry O'Neill
John Parker, Captain of Minute-Men ..... H. Van Bouren
Major Pitcairn ..... Hugh Baird
Isaac Parker ..... James Milasky
Colonel Prescott ..... H. Kaser
Major General Warren ..... Michael Donovan
Captain Hare ..... Louis Wolheim
Chief of Mohawks, Joseph Brant ..... Riley Hatch
Edmund Burke ..... W. Rising
Personal servant of Miss Montague ..... Daniel Carney
Household servant at Ashley Court ..... E. Scanlon
Lord North ..... Emil Hoch
A Refugee Mother ..... Lucille La Verne
(*by special courtesy*)
Major Strong ..... Edwin Holland

Studio Staff

Assistant Director ..... Herbert Sutch
Director of Construction ..... William J. Bantel
Photographers—Hendrick Sartov, G. W. Bitzer, Marcel Le Picard, H. S. Sintzenich.
Art Director ..... Charles M. Kirk
Artist Designer ..... Warren A. Newcombe
Film Editors ..... James and Rose Smith
Still Photographer ..... Frank J. Diem
Scenic Artist ..... Charles E. Boss
Chief Projectionist ..... Benjamin Turner

OUR THANKS ARE DUE:

Mr. B. B. Worthen, President of the Lexington Historical Society.
Dr. Wilfrid Jones, Jr., National Historian, Sons of the Revolution.
Charles E. Bolton, President Boston Athenaeum and Senior Warden Old North Church.
Secretary of War John W. Weeks.
Brig. Gen. Sir Percy Sykes.
Dr. J. A. C. Chandler, President College of William and Mary.
Dr. W. A. R. Goodwin, Professor College of William and Mary.
H. Jordan, Curator Independence Hall, Philadelphia.
W. Herbert Burk, M.D., Valley Forge Historical Society.

This picture play is merely an attempt to suggest in a small way the great sacrifice made by our forefathers that America might become a free and independent nation.

It is in no sense an attempt to portray the story of the Revolutionary War; as that story is too tremendous to be told fully by many picture plays, much less by one.

No efforts have been spared to have the historical incidents as correct as possible. The villages of Lexington and Concord were designed from the Doolittle drawings, and descriptions given by writers of the day.

In the conflict at Lexington and Concord Bridge, despite the numbers engaged, our picture shows the exact number killed.

The battle lines at Lexington are exact reproductions of the original, as to numbers—800 British against 77 Americans.

The details of Paul Revere's ride are historical incidents and not dramatic conveniences. When pursued by British horsemen, he outrode them by hurdling fence and gate cross-country, finally losing them in a quagmire.

Replicas of Paul Revere's lanterns were actually hung in Old North Church for the signals.

The drum used by the Minute Men is the original one used at the Battle of Lexington. Several flint-lock guns carried in the scene were actually used in that strife, and pistols shown are those recovered from Maj. Pitcairn's horse, after being abandoned when injured.

Buckman's Tavern is an exact reproduction, and the Clark home is an actual photograph of the original.

We do not believe the story of the sacrifice for freedom could be complete without showing the agonies suffered in the great grain region of the north, from which food was coming for Washington's armies. This country, which was a vital source of food-stuffs for the army, was under constant scourge from raids of Indians and hostile military; unlike the more southern districts which even in the hands of the British, suffered little more than the usual privations and annoyances of war.

In the north, there were only a few scattered forts and places of refuge. Time and again, whole districts were entirely wiped out. With the visitations of the Butler forces, death, torture, burning at the stake, mutilations and horrors that cannot even be suggested were visited upon men, women and children alike.

AN APPRECIATION

By

Mr. Edwin B. Worthen

President Lexington Historical Society

It has been a real privilege to see "America", and I am at a loss for words to express how deeply impressed I am with the picture.

When I saw you and your company at work in Lexington, I expected much, but nothing so stupendous and so stirring as is the finished production.

In the magnitude of your task you ever have held to historic accuracy with remarkable fidelity.

You cannot imagine the trembling and then the thrills that grasped me as the little village of Lexington, Birthplace of American Liberty, came before my eyes, the scenes taken on the spot where American liberty had its beginnings.

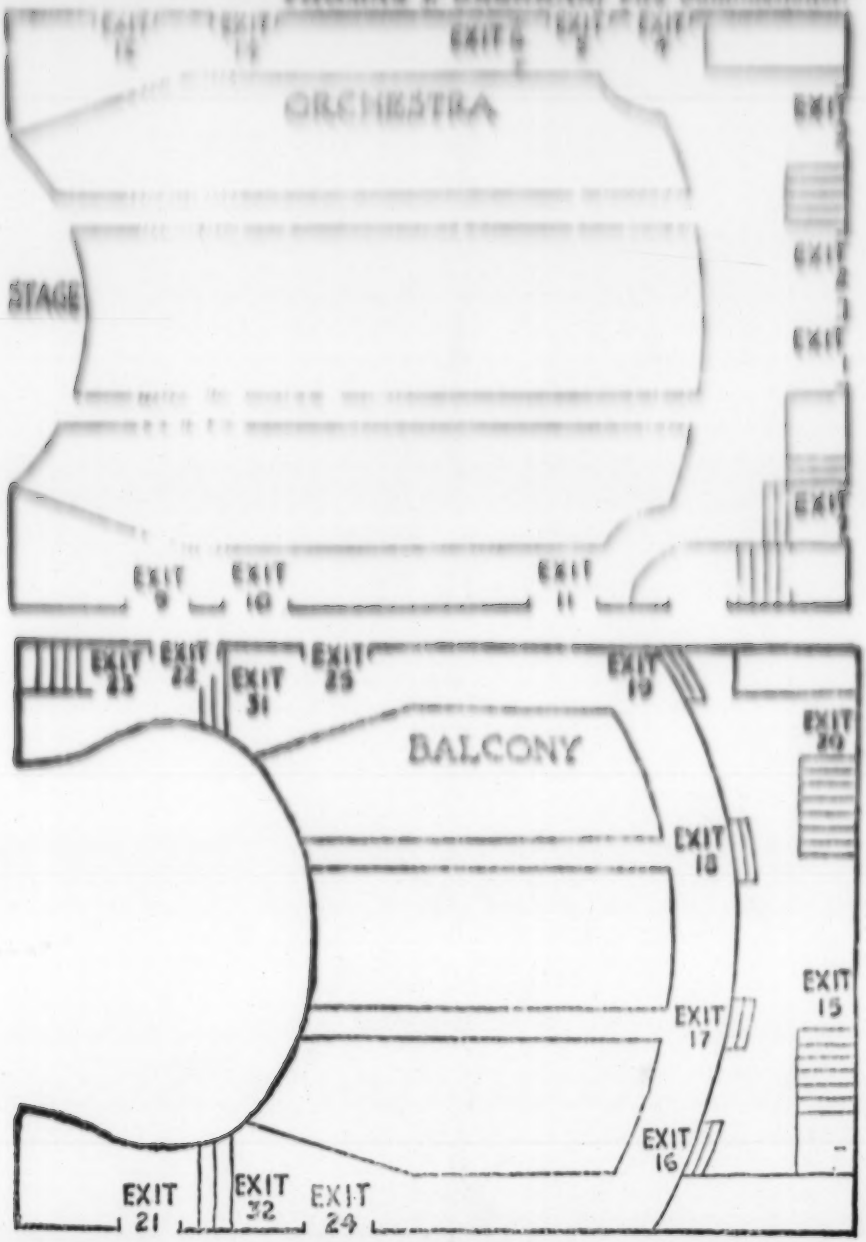
There were the same drum which summoned those humble farmers to immortality, the guns, the powder horns they wore—sacred relics kept for all time as an inspiration to future Americans.

Mr. Griffith, Lexington salutes you, and your handiwork, "America". God speed you in this glorious work of telling the story of the sacrifices of your forefathers and in your patriotic mission of teaching a higher and a finer Americanism.

Commanday-Roth Co., Inc., *Printers*, New York

NOTICE: This Theatre, with every seat occupied, can be emptied in less than three minutes. Choose NOW the Exit nearest to your seat, and in case of fire walk (do not run) to that Exit.

THOMAS J. DRESHAK, Fire Commissioner.



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH'S
"AMERICA"
44th STREET THEATRE
The Romance that Changed the Face of the World

PRESIDENT CALVIN COOLIDGE is not noted as a theatre-goer. Even in the days when, as Governor of Massachusetts, he occupied a modest room at the Adams House in the heart of Boston's theatre section, he was seldom seen at a playhouse.

But, according to Washington dispatches, there is one motion picture in which he has become interested, and that is "America," the big film made by D. W. Griffith at the request of the Daughters of the American Revolution, now at the 44th Street Theatre.

Newspaper wires from correspondents at the White House relate that not only did President Coolidge confer with Griffith about the making of "America," but that the austere and silent Chief Executive asked the producer for a number of still pictures of scenes from "America," to show the home folks up in Vermont. Which betokens an unprecedented enthusiasm on the part of the President where motion pictures are concerned.

When one learns, however, that "America" was filmed under the guidance of a special corps of research experts and historians, including representatives of the Daughters of the American Revolution, the Sons of the American Revolution, The

Arthur Dewey as George Washington and Carol Dempster as Nancy Montague

Carol Dempster

Arthur Dewey as George Washington

Arthur Dewey as George Washington

Lionel Barrymore as Capt. Walter Butler

visory experts insisted upon getting types for the roles of Washington, Sam Adams, Hancock, Quincy, Otis, Prescott, Warren, Gage, Howe and the other leading figures of American history.

The monumental task was materially lightened by patriotic and historical organizations which placed at the director's disposal their collections of documents and relics, and given their advice and aid. His offices were swamped with letters from every conceivable source offering assistance of every kind, from the loan of historic flintlocks, to the request by municipalities of Revolutionary fame that he make scenes there, and use descendants of Revolutionary heroes as "supers."

The interest displayed in the communities where scenes have been taken, amounting to a revival of patriotic enthusiasm, has also served to make the undertaking rest more lightly on Griffith's shoulders. Whole townships have turned out to witness the filming.

The value of the assistance of the regular army cannot be lightly passed over, as it is a remarkable commentary on the lavish scale on which "America" is being made, as well as upon the attitude of official Washington towards the project.

Under instructions from Secretary Weeks, infantrymen from Forts Hamilton and Schuyler and from Governors Island, accompanied by complete com-

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When one learns, however, that "America" was filmed under the guidance of a special corps of research experts and historians, including representatives of the Daughters of the American Revolution, the Sons of the American Revolution, The Lexington Historical Society, and similar organizations; that Secretary of War Weeks assisted by turning over various regular army units, who appear in costume in the massive battle scenes; and that Griffith used historic houses, actual battle grounds and the shrines of American liberty for the scenes, descendants of the leading families of Revolutionary Days as extra people, and drums, pistols, flintlocks, and even uniforms which saw service in the War of Independence as properties, the interest of even the President becomes understandable.

And even had the subject and the unusual manner of making the film failed to make the average citizen enthusiastic, the fact that Griffith has broken all precedents by extending to every man, woman and child an invitation to come and see the more massive scenes made, would give the general public a more personal interest in "America" than in any film production ever made in this country.

Arthur Dewey as George Washington and Carol Dempster as Nancy Montague

Arthur Dewey as George Washington

Arthur Dewey as George Washington

Lionel Barrymore as Capt. Walter Butler

For the public took Griffith at his word and turned out to the extent of more than 15,000 a day during the weeks the producer, his players, and United States regulars camped at Somers, New York, "shooting" battle scenes.

The story of "America," written by Robert W. Chambers, the novelist, whose earlier books dealt with the Revolutionary period, and who is regarded in literary circles as an expert in the history of those days, is the story of the struggle of the colonies for liberty from Paul Revere's ride until George Washington became President.

All of the dramatic incidents of the war, and its major battles figure in the film. Griffith, accepting the task at the request of the Daughters of the American Revolution, established a special research bureau to settle the mooted points of American history and provide him with minute and authentic data.

The selection of players was another process which took up much time, as Griffith and his ad-

kind, from the loan of historic buildings, to the request by municipalities of Revolutionary fame that he make scenes there, and use descendants of Revolutionary heroes as "supers."

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Under instructions from Secretary Weeks, infantrymen from Forts Hamilton and Schuyler and from Governors Island, accompanied by complete commissary and medical units and a band, camped for weeks "on location" with Griffith at Somers. Regular army officers and special historical and technical advisers drilled the soldiers in the manual of arms in use during the Revolution. The tactics and strategy of the War of Independence were studied and rehearsed.

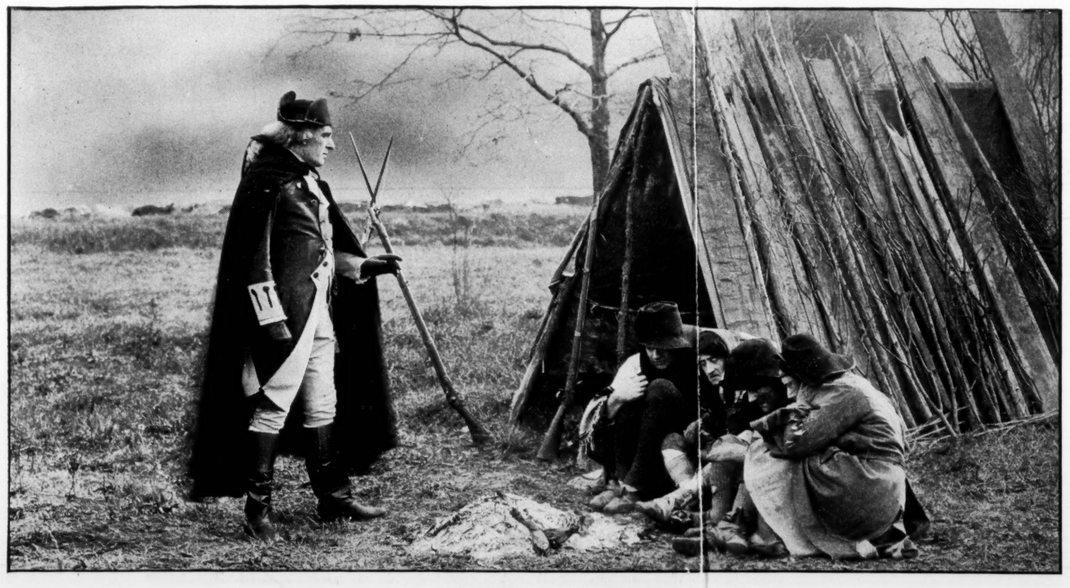
The battlefields of the Revolution were rebuilt under the guidance of Griffith's special staff, and from a high platform on the side of a hill overlooking a beautiful valley, the director and his experts, through field telephones and mounted couriers, directed the manoevuers.

Stripping off their khaki, the regulars, garbed as British grenadiers of King George Third, and as members of the Continental Army, as Indians, and as Minutemen, refought the leading engagements of the Revolution over and over again.

Later the famous Third Cavalry, from Fort Meyers, Virginia, crack mounted outfit of the Army, restaged Morgan's raid, with Major Wainright, aide to Secretary Weeks, costumed and made up as Morgan, leading the charges, and Colonel Hawkins, commandant of Fort Meyers, assisting Griffith in directing the charges.

On every possible occasion Griffith used actual locales for "America." This necessitated the chartering of a special train to convey the director, his big staff of research workers, historical advisers, representatives of patriotic organizations, technicians and players about the country, an expensive proceeding and a distinct innovation.

In this way Griffith was able to stage scenes at Buckman Tavern and the Hancock-Clarke house in Lexington, at Concord Bridge, on Lexington Green, at Bunker Hill, Dorchester Heights, in and around Washington, D. C., and throughout the State of Virginia. Practically every shrine of American liberty was visited by this unique band of "tourists."



Washington at Valley Forge

The Battle of Bunker Hill

Commanday-Roth Co., Inc., *Printers*, New York

D. W. GRIFFITH

Presents

"AMERICA"

STORY AND FILMS BY ROBERT W. CHAMBERS

Historical Arrangement by JOHN L. E. FISK

Nathan Holden	Neil Hamilton
Lieut. Montague	Neville Alderson
Miss Nancy Montague	Carol Dempster
Charles Philip Edward Montague	Charles Emmett Mack
Samuel Adams	Lee Beggs
John Hancock	John Gruden
King George III	Arthur Donaldson
William Pitt	Charles Bennett
Thomas Jefferson	Frank Walsh
Patrick Henry	Frank McGlynn, Jr.
George Washington	Arthur Dewey
Captain Walter Butler	Lionel Barrymore
Sir Kirby Montague	Sidney Deane
General Gage	W. W. Jones
Paul Revere	Harry O'Neill
John Parker, Captain of Minute-Men	H. Van Buren
Jonas Parker	James Malaidy
Captain Ware	Louis Wolheim
Chief of Mohawks, Joseph Brant	Riley Hatch
Edmund Burke	W. Bleing
A Refugee Mother	Lucille La Verne (*By special courtesy*)
An Old Patriot	Milton Nobles

Patriots, British, Indians, Soldiers, Farmers, etc.

Released by United Artists Corporation

OUR THANKS ARE DUE

Mr. E. B. Worthen, President of the Lexington Historical Society.
G. Watson James, Jr., National Historian, Sons of the Revolution.
Charles K. Bolton, President, Boston Athenaeum, and Senior Warden, Old North Church.
Secretary of War John W. Weeks
Brig. Gen. Sir Percy Sykes.
Dr. J. A. C. Chandler, President, College of William and Mary.
Dr. W. A. R. Goodwin, Professor, College of William and Mary.
W. Jordan, Curator, Independence Hall, Philadelphia.
W. Herbert Burk, D.D., Valley Forge Historical Society.

THE ROMANCE

The romance develops between Nathan Holden, an officer of Massachusetts and Nancy Montague of Virginia, belonging to one of the world's most famous families of the Royal descended from Charles, Earl of Halifax. The Montague and estates are the show place of America; the Holdens serving the little principality; the Montagues ruling the roost.

When presented at court in London, little Nancy is the toast of the season, a tantalizing little beauty. From the written by the great ladies concerning Miss Nancy's presentation, comes a murmur, gentle but fragrant, of the daintiness of her taste in perfume and lingerie. Other letters comment on the whimsical way she used to look at George Washington.

Nathan is the champion wrestler and athlete of Massachusetts, a daring horseman, and, though poor, of good family and a graduate of Harvard. The passionate tenderness of his poetry, still in existence, reflects in the *sombre* beauty of his *smouldering* eyes.

Holden first meets Nancy in Virginia. He thrills at the first sight—a *startling vision* with her *silk-clad ankles* fluttering beneath her dainty skirt, a tender vision in her innocence and graceful beauty—and thinks to much her would be more than *poor's could endure*. He writes that he sets her as a *thing apart*. Perhaps is is the great difference in their stations.

Strangely enough, they meet later when the Montagues, being Loyalists, go North to consult with the King's people about resisting the rebels at Lexington, arriving on the very night Paul Revere sets the world afire by his mad ride.

It is here Nancy puts her girlhood aside; for it is here her lover is forced to break her heart.

As the poet says: "Each man kills the thing he loves: Let this by all be heard. The brave man does it with a sword; the coward with a word."

It is here also that Nancy's brother, though of a family of Loyalists, embraces the American cause.

Nancy, like her mother, is known for the passionate tenderness of her devotion to her brother. Though a dandy, he is a dangerous swordsman, expert marksman and brave as men can be. Risking all, her brother embraces the cause of Freedom, the symbol of sacrifices of the many that freedom might not die from the face of the earth.

And then later, Nancy, with her father, escapes to her Uncle's home in Northern New York, and there is the great sacrifice; she puts away the rich garments of the past, and takes on the sweetest robes of all, the perfumed, glorious robes of service.

Here also continues our love story, a silver thread of *romance* running through that great north country from the upper Hudson through Pennsylvania; where were the granaries of Washington's armies.

The people of the southern states endured much, but the people of the Northland lived and worked and struggled through the war in constant *fear of death* that hovered in every wood and covert. Through all this vast country, towns and districts were destroyed with fire and sword in the hands of Tories, Hessians and regulars. With the visitations of the enemy death, torture, burning at the stake, mutilations and horrors that cannot even be suggested, were inflicted upon men, women and children, time and time again; and, with *tremendous courage*, the people rebuilt their homes, restored their fields, only to have them destroyed again.

One may ask why Washington crossing the Delaware is not shown. Our story deals with the sacrifices made to give us our institutions today. In crossing the Delaware, Washington lost but *two men*. The American forces that held the North lost *ten thousand;* suffered at the hands of the Tories and Indians *unmentionable tortures*. With everyman's scalp worth seven dollars then (more than $100 by comparison today), death of the Americans meant commercial success as well as a triumph with arms. And the women, for whose scalps no bounty was offered, were oftentimes burned in their homes.

These unknown heroes along America's border from Fort Pitt, Pennsylvania, to her eastern boundaries! These brave, loyal hearts that held this great stretch of country against America's enemies, Tories, Hessians, Indians and regulars!

Thousands gave their lives: These heroes, unlike Paul Revere, had no glorious Longfellow to sing their song, and the historians of the Revolution were with the southern armies. *Unknown, unsung*, they lie on this vast plain, sacrificed on this great altar. Over them let us drop one tear from a grateful heart; over them one sigh of compassion; over them at least one little laurel spray for remembrance.

To this Northland Washington sends Nathan Holden, now a captain in Morgan's Riflemen, the most famous fighting unit of the Americans. They wear *"Liberty or Death"* upon their breasts.

Here Nathan again meets Nancy, not in *dramatic devices*, but in incidents which *actually occur* according to the authentic reports of the military records.

Nancy is caught with the other refugees at Fort Sacrifice, the symbol of America. America's enemies are pounding at the gate. Nancy is threatened in a whirlpool of *terror, death, destruction*, swirling around the Fort.

An American courier takes this news to young Holden and his Morgan's Riflemen. We must thrill with them when they receive this news, and when Nathan goes with his men to save the Fort, grander in their *homespun* than *knights* in *armor* and swifter than *Fate* in their retribution.

This picture play is merely an attempt to suggest in a small way the great sacrifice made by our forefathers that America might become a free and independent nation.

It is in no sense an attempt to portray the story of the Revolutionary War; as that story is too tremendous to be told fully by many picture plays, much less by one.

No efforts have been spared to have the historical incidents as correct as possible. The villages of Lexington and Concord were designed from the Doolittle drawings, and descriptions given by writers of the day.

In the conflict at Lexington and Concord Bridge, despite the numbers engaged, our picture shows the exact number killed.

The battle lines at Lexington are exact reproductions of the original as to numbers—800 British against 77 Americans.

The details of Paul Revere's ride are historical incidents and not dramatic conveniences. When pursued by British horsemen, he outrode them by hurdling fence and gate cross-country, finally losing them in a quagmire.

Replicas of Paul Revere's lantern were actually hung in Old North Church for the signals.

The drum used by the Minute Men is the original one used at the Battle of Lexington. Several flint-lock guns carried in the scene were actually used in that strife, and pistols shown are those recovered from Maj. Pitcairn's horse, after being abandoned when injured.

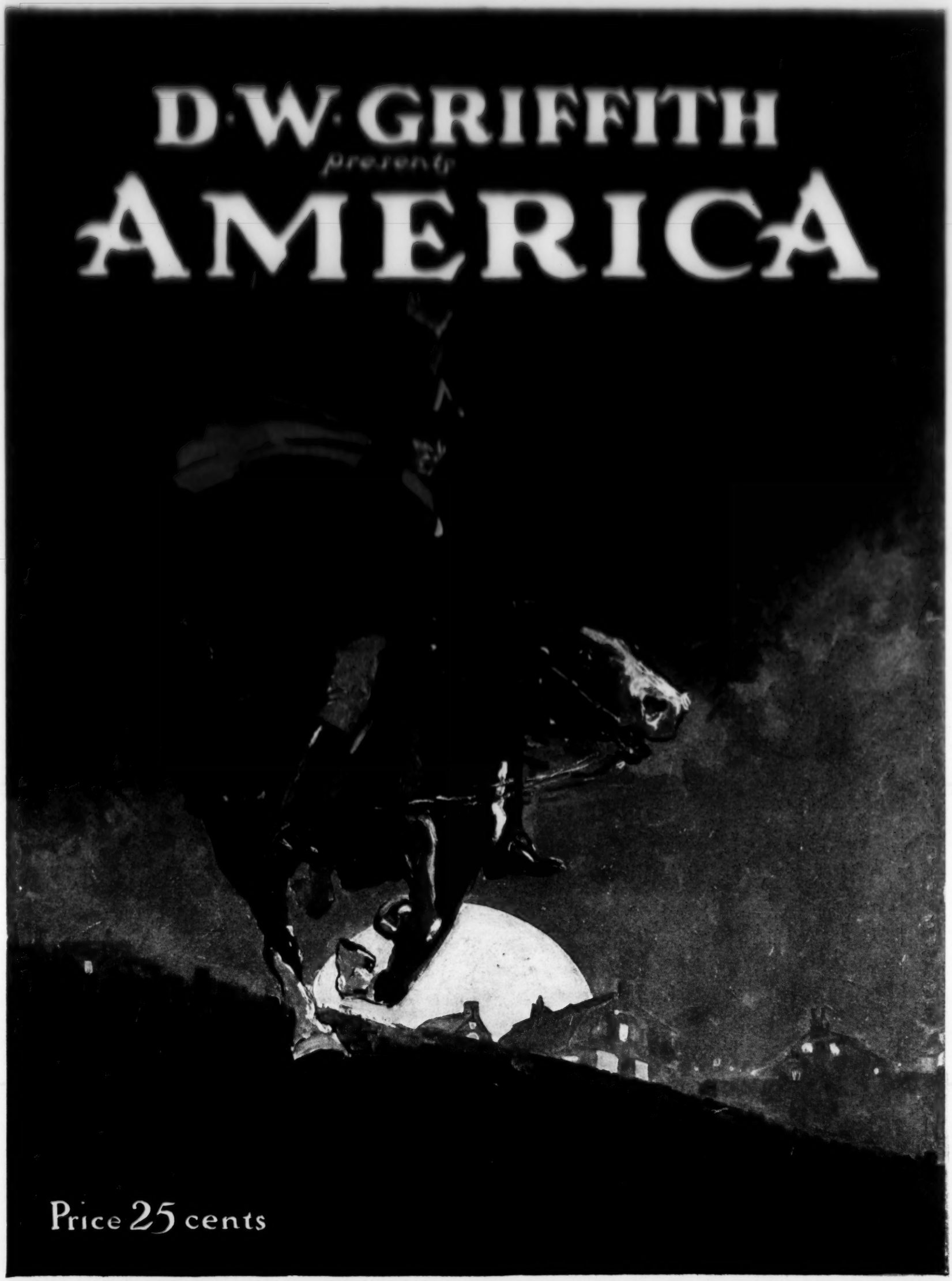
Buckman's Tavern is an exact reproduction, and the Clark home is an actual photograph of the original.

As for Walter Butler, symbol of other leaders in the battle of autocracy against freedom, Fiske, perhaps the greatest of the American historians, says he is the only character in all history in whom he could find not one single redeeming trait.

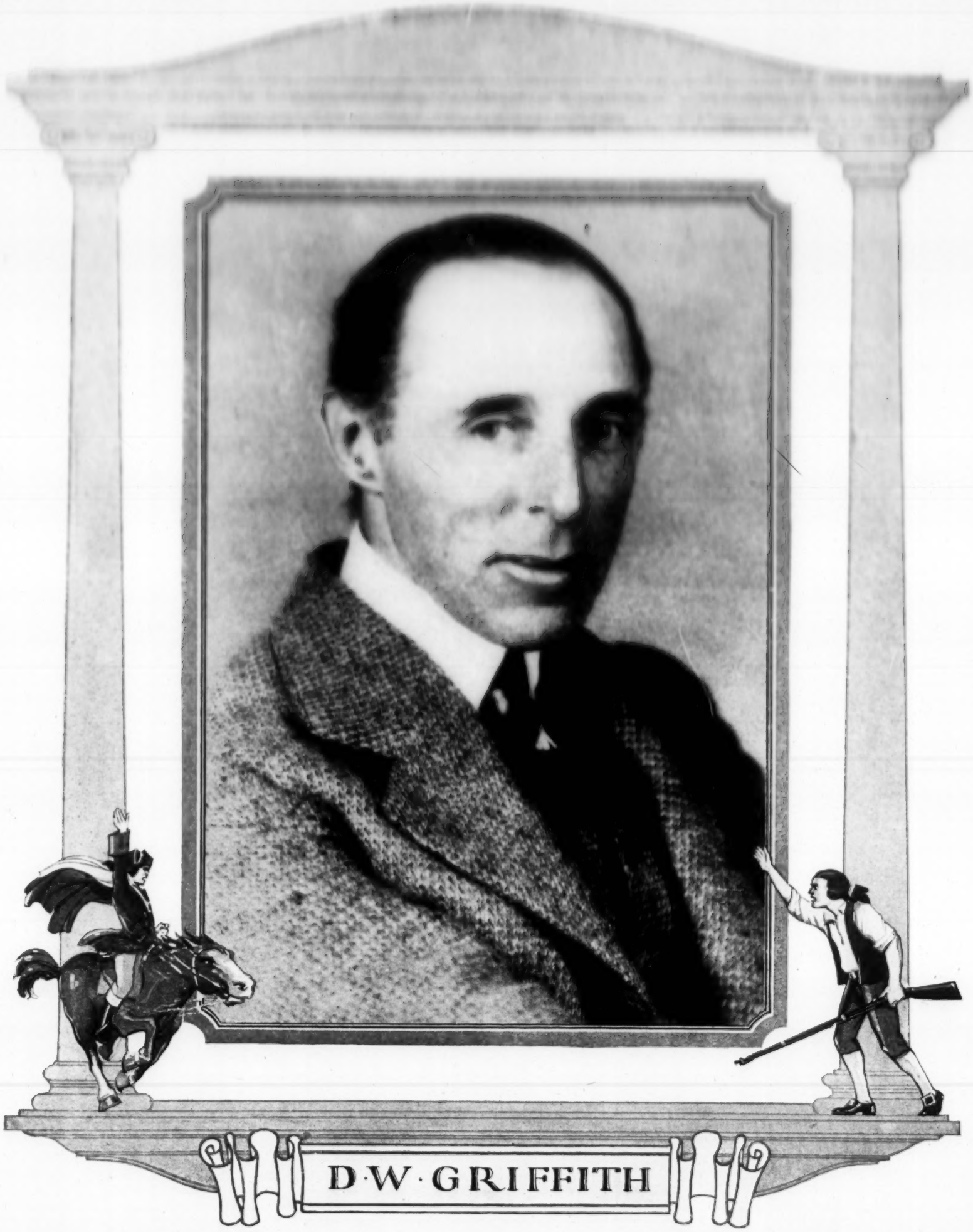
D·W·GRIFFITH

presents

AMERICA



Price 25 cents


D·W·GRIFFITH

FOREWORD

TODAY, when the average American enjoys comforts unknown to Kings two hundred years ago.

Today, when we are the most prosperous people in the world.

Today, when we live under a government which may have its faults, but which is after all the best government the world has ever known—

Let us remember the self-sacrifice of our forefathers.

Let us remember the cost, in human lives, to make us a free people—

Lest we forget the price of Liberty paid in blood and tears.

Cast of Characters

(In the order of their appearance)

Nathan Holden	Neil Hamilton
Esther Montague	Erville Alderson
Miss Nancy Montague	Carol Dempster
Charles Philip Edward Montague	Charles Emmett Mack
Samuel Adams	Lee Beggs
John Hancock	John Hunton
King George III	Arthur Donaldson
William Pitt	Charles Bennett
Lord Chamberlain	Dowling Clark
Thomas Jefferson	Frank Walsh
Patrick Henry	Frank Mechlon, Jr.
George Washington	Arthur Dewey
Richard Henry Lee	P. S. Scammon
Captain Walter Butler	Lionel Barrymore
Sir Ashley Montague	Sidney Deane
General Gage	W. W. Jones
Captain Montour	E. Rosemas
Chief of Senecas, Hiakatoo	Harry Semalls
Paul Revere	Harry O'Neill
John Parker, Captain of Minute Men	H. Van Bomen
Major Pitcairn	Hugh Baird
Jonas Parker	James Milaidy
Colonel Prescott	H. Koser
Major General Warren	Michael Donovan
Captain Hare	Louis Wolheim
Chief of Mohawks, Joseph Brant	Riley Hatch
Edmund Burke	W. Rising
Personal servant of Miss Montague	Daniel Carney
Household servant at Ashley Court	E. Scanlon
Lord North	Emil Hoch
A Refugee Mother	Lucille La Verne *(by special courtesy)*
Major Strong	Edwin Holland
An Old Patriot	Milton Noble

D. W. GRIFFITH
INCORPORATED

ALBERT L. GREY
General Manager

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Country of Origin, U. S. A.

How Mr. Griffith Came to Make "America"

THE romance of one hundred and ten million people—that is the story of "America," which many critics now declare is greater than Mr. Griffith's earlier picture, "The Birth of a Nation."

Several years ago, Mr. Griffith began planning an elaborate and accurate film story of the American Revolution; but at that time, so-called costume plays were not popular. His research staff had harvested many unusual and whimsical facts long shadowed as trifles, but vividly revealing the life of that day.

In May, 1923, the Daughters of the American Revolution addressed a letter to the motion picture industry, inquiring why a film of the Revolutionary War had not been undertaken, and suggesting it should not be delayed.

Mr. Will Hays received the letter and asked Mr. Griffith to undertake the work.

Before doing it, he made a secret trip to Boston, visiting all the shrines of patriotism in that vicinity. He went to the Old North Church, motored along the ride that Paul Revere made, crossed the bridge at Concord and lay on the bank in the hot spring sun for more than an hour directly where "the shot heard round the world" was fired.

That night he decided to make the film, not to show in chronological detail the incidents of the war, but to portray the spirit of sacrifice which encouraged the little band of Americans untrained in war, to defy and conquer the hosts of the invading army.

He believed it would be of moral value as well as passing entertainment for the American people to see again the bravery and unbreakable will that their forefathers presented against the agonizing woes and the hostile scourges through a cold, ill-dressed and hungry warfare, without adequate arms or disciplined leaders.

He first took the ride of Paul Revere, a brief incident in the story but one that required three weeks to film. The engine in horseflesh selected as the mount defeated nine riders before Harry O'Neill was found to handle him. His playful preliminary to work one morning at the filming, was to leap over the hood of a big motor truck. This horse is one of the most famous jumpers in the world, but too uncontrolled for show or competitive purposes.

The only time it was ever quiet enough to handle with ease came when it became sea-sick taking the boat ride from the Mamaroneck studio to Lexington, for the cross-country scenes. Remember this throughout the picture . . . that every historic scene shown in the film was photographed in part on the actual ground where the historic action occurred.

Mr. Griffith then took his players to Lexington for scenes at the old Clark home, showing Hancock and Adams arriving and leaving there. This is the same house that sheltered them in 1775.

The scenes in Lexington were taken with the kindly aid of Edwin B. Worthen, president of the Lexington Historical Society.

Next, Mr. Griffith went to the Old North Church, in Boston, where Charles K. Bolton, president of the Boston Athenaeum and senior warden of Old North Church, permitted him to wire the belfry, the first time ever done. Police and fire guards were in constant attendance to guard against possibility of fire or damage.

The scenes shown in the picture are actual photographs of this church which stands exactly as it did when Paul Revere received his alarm.

Through Secretary of War John W. Weeks, Mr. Griffith received the assistance of the United States Army in arranging the battle scenes. Major William C. Rose of Governor's Island sent the 18th and 16th Infantry under command of Captain George T. Shank.

Lexington Common and Buckman's Tavern were reproduced with photographic exactness on the studio grounds, and there the Battle of Lexington was staged after the Doolittle drawings which are accepted as faithful by historians.

The larger battle scenes were made near the Putnam County border in New York State.

As the guest of Robert W. Chambers, Mr. Griffith then went into the Mohawk Valley Country in New York State, to travel over the scenes of the Indian con-

fists. He personally visited every important battlefield there, traveling hundreds of miles.

Before the chill of Autumn, he wished to secure the magnificent Virginia estates in all the glory of full foliage.

With his players and staff, he went to Westover on the James River, one of the greatest of the old estates, where Mr. and Mrs. Richard Crane, present owners, welcomed the staging of the scenes that brought to life again the legends of gayety in the Revolutionary War time.

He went also to Shirley on the James River, the famous old King Carter estate, through the hospitable courtesy of Admiral and Mrs. Oliver and Mrs. Branford who live there at present.

Scenes in Yorktown, on the actual site where Cornwallis surrendered to George Washington's army, were secured with the co-operation of G. Watson James, Jr., National Historian of the Sons of the Revolution.

Returning to Washington, the War Department permitted Col. Hamilton Hawkins to aid Mr. Griffith with the crack Third U. S. Cavalry at Ft. Myer, Va., in scenes as Morgan's Rangers. Major J. M. Wainwright commanded the troop and took part in the action, dressing in fur-trimmed buckskin with his troopers to make the actual charges of the Rangers securely true in reproduction for the film.

Whenever Mr. Griffith traveled to these "locations" he took with him players and a staff totaling never less than 150 and as high as two thousand.

While he was away, his staff at the studio had been erecting the huge sets, replicas of the House of Parliament in London, Independence Hall, the House of Burgesses in Virginia; and the home of England's King, George the Third.

"America" then is an accurate as well as dramatic record of the events portrayed. Every historical scene is played as it actually occurred, with no liberties taken for dramatic convenience.

The 1923 Battle of Bunker Hill

Doughboy Depiction More Comfortable and Less Perilous Than History-Making Event of '75

By Captain George T. Shank, 18th Inf., U. S. A.

(Reprinted by permission, from the official Bulletin of the United States Army Recruiting Service.)

LATE last September an American Expeditionary Force, consisting of the 18th Infantry, supplemented by a small detachment of the 16th, left its quarters in New York Harbor for a location in the hills of southern New York near the quaint old village of Somers. The mission of these troops was not to represent their country in battle, but on the contrary to play the part of their quondam enemies, the British Regulars, in the stirring scenes of Revolutionary history to be depicted for the first time on the silver screen, to serve as an indelible record of the patriotic deeds of our forefathers.

Now to go back and furnish the background for this strange expedition which astonished the sober countryside with the sights and deeds of armies long dead, and filled the green hills of Westchester County with the colorful scarlet and buff of the Grenadier Guards, the Royal Welsh Fusileers and the Light Infantry of His Majesty's Army in the Colonies:

These troops of the famous 1st Division were part of the army of actors to be used in the filming of the play "America," staged by that master genius of the movies, Mr. D. W. Griffith. A reconnaisance party preceded the expedition by several days, and, having met Mr. Griffith and his very able staff, soon caught the spirit of the play. It was found to be a patriotic production, long dreamed of and now to be actually staged. It had had its inception in the minds of many, including that of our late President, and had the able assistance of the Daughters of the American Revolution and other historical societies, all of which were interested in placing on record an accurate reproduction of the historic events which secured to this country its liberty.

A pyramidal tent camp was established near Brewster, N. Y., water piped in, and the first day spent in getting acquainted with the various sorts of variegated uniforms of the British, Colonials, French, Tory Greens and Morgan's Riflemen. White wigs effected quite a transformation, it was found, and long flintlock rifles and bayonets afforded quite a contrast to the sight of a soldier in conventional O. D.

The troops were drilled for a short time in the facings and in forming fours, style of 1775, somewhat similar to the present British drill. Quickly becoming proficient in this they progressed to the manual of arms, which in those days was quite a complicated process, something like this:

1. Poise your firelocks, 2 motions (carry piece to center of body, barrel to rear).
2. Cock your firelocks, 2 motions.
3. Present, 1 motion (six inches to rear with right foot, butt to shoulder, ready for firing).
4. Fire, 1 motion.
5. Half cock your firelock, 1 motion (bring piece to port and half cock hammer).
6. Handle your cartridge, 1 motion (slap your pouch, seize cartridge, bite the top well off).

(Continued on page 6)

NEIL HAMILTON as
CAPT. NATHAN HOLDEN

LIONEL BARRYMORE
as WALTER BUTLER

CAROL DEMPSTER
as NANCY MONTAGUE

CHARLES E. MACK
as THE YOUNGER MONTAGUE

ARTHUR DEWEY
as GEORGE WASHINGTON

7. Prime, 1 motion (shake the powder into the pan of the lock).
8. Shut your pans, 2 motions (shut pan and bring piece to the order, butt resting beside left toe, barrel to the front, muzzle at center of body).
9. Charge with cartridge, 3 motions (place the cartridge into the barrel, shaking the powder into the barrel and then inserting the paper and ball).
10. Draw your rammers, 1 motion (draw the ramrod with the right hand).
11. Ram down your cartridge, 1 motion (bring muzzle opposite left shoulder and ram down with the right hand).
12. Shoulder your firelocks, 3 motions (left hand to butt, assuming position of left shoulder arms).

Tactics were found to be quite different from those of the present day. The fundamental principles of fire and movement were used, but the armies of 1775 fought in company front, close order, the front rank firing a volley, then handing back the empty pieces and taking the muskets of the rear rank for another volley. Battles of that age doubtless made a brilliant display, but the method of fighting seems suicidal to soldiers trained to take wide intervals and seek cover.

Real work began the second day by staging the Battle of Johnston Hall, fought in Tyron County, New York, near the stronghold of Sir John Johnston, Commissioner over the Iroquois. This was followed by the Retreat from Lexington and Concord, the Battle of Merriam's Corners, various other marches and small engagements, and ending up with the Battle of Bunker Hill and the surrender at Yorktown.

Perhaps the most widely celebrated battle in American history is that of Bunker Hill. This was staged with the greatest possible accuracy to historical facts, and will no doubt afford the best showing on the screen. Tactically speaking, the battle consisted of three main assaults on a redoubt and breastworks on the top of Breed's Hill. The British troops moved forward slowly and steadily, in company front, the whole line forming a sort of semi-circle around the foot of the hill, the Grenadiers on the right. The troops were heavily laden and carried knapsacks. They delivered volleys with the regularity of a full dress parade and moved steadily onward right up to the breastworks, where Prescott gave that famous command, "Don't fire until you see the whites of their eyes," and in the volleys that blazed from the rifles of the Minute Men the Grenadiers and Light Infantry lost from three-fourths to nine-tenths of their men.

The charge was repeated with like results. Then the third charge was made, but without knapsacks. This time the Red Coats held their fire and stormed the redoubt and breastworks with the bayonet. They went clear over, gaining a tactical victory, but with a loss of over twenty-five hundred men. Their victory was barren of results.

The filming of this battle lasted about two days. It was an inspiring sight to see the long lines of troops, in triple rank, uniformed in bright scarlet coats, white breeches, black leggings and cocked hats, moving steadily up the hill to the music of the famous 18th Infantry Band, firing by volley as they progressed, and only breaking into disorder and retreat at the flash of the volley from the trenches at the top. Only the discipline and training of the Regular Army soldier could furnish such an exhibition, and the versatility of the American soldier was shown by the way he adapted himself to the atmosphere of the occasion. Some of the men "died" most realistically. One when asked by Mr. Griffith where he learned to "die," replied, "In the Argonne."

How Large Was George Washington?

THE figure of George Washington as shown in "America" was determined by a jury after months of careful research had been given. An old letter which he had written to a London tailor immediately after the war offered the most accurate measurements of him physically.

He ordered suits "of best material, for a man just six feet tall, medium slender, and standing erect."

So many of Washington's painted portraits show him as an old man, and vary greatly in details of expression as well as to size of features. When the jury, composed of three historians and eight others, had decided upon the appearance that history had recorded for the great leader, Mr. Griffith set about finding the actor to play the part.

He tested more than three hundred actors, finally selecting Arthur Dewey as the most perfect type. Dewey is a descendant of Revolutionary ancestors.

The Flappers of 1775

THE girl of today can directly trace her beginning in independence to the Revolutionary War. Until that time, girls were most carefully disciplined.

The war completely changed ideas of dress. No imports were permitted by the British fleet, and the American girls had to design their own dresses, and break suddenly away from the British customs.

Also the whimsical convenience of fainting was made obsolete by the new responsibilities the girls had to face.

The general atmosphere of rebellion extended to the girls regarding such strict parental authority as existed then. If Dad wouldn't be ordered about by the British, then Daughter wouldn't be ordered about by Dad. So the independence of the American girl, which has become a social phenomenon throughout the world, began.

Her principal vice at that time was the taking of snuff, a practice among women as common then as smoking cigarettes is today.

THE RIDE OF PAUL REVERE
THE BRITISH MARCH TO LEXINGTON
PITT ILL AND WEAK DEFENDS THE AMERICANS BEFORE PARLIAMENT
THE FIRST AMERICAN FLAG IN BATTLE
"THE SHOT HEARD ROUND THE WORLD" AT CONCORD BRIDGE

THE FIRST STAND AT LEXINGTON
WHEN 70 AMERICANS FOUGHT 800 BRITISH SOLDIERS AT LEXINGTON
RISKING DEATH
THE LAST PRECI
KEG TO THE AME
AT BUNKE

THE SURRENDER OF THE WAR
THE BATTLE THAT MADE A SHRINE OF BUNKER HILL
THE EXPRESS RIDER LEAVES TO WARN VIRGINIA
MORGAN'S RANGERS CHARGE TO SAVE THE FARMERS AND THE GRAIN FIELDS THAT MEAN LIFE TO WASHINGTON'S ARMY
EATH TO CARRY
RECIOUS POWDER
E AMERICAN FORCES
UNKER HILL

A Sketch of Walter Butler

By Robert W. Chambers

(Mr. Chambers, one of the greatest of American novelists, has made the Revolutionary War history of Tryon, New York Blue one of his major subjects. He has studied it great many original documents, private letters, and other rare sources of true history. From his country home in that section, he has followed the trails where the Indian marches in this forest, hunted their primeval game in shade, and his knowledge of the legal records is illuminated with innumerable details. He gets to responsible for the primary knowledge of such a Walter Butler, the most abominable villain in all America history. Editor's Note.)

CONCERNING this strange, sinister and unhappy young man, the greatest of our historians, Fiske, remarks that he has been unable to discover in the character of Walter Butler a single redeeming trait.

This seems to be too severe a judgment. In my possession is a letter written by Walter Butler to Peter Van Schaick which reveals in the writer both kindness and generosity. Otherwise the letter is characteristic of this young man, for, presently, he flies into a rage against some man whom he believes has treated him with discourtesy. I think that Harold Frederick gave a true glimpse of Walter Butler—a momentary glimpse—but convincing.

From what we know about young Walter Butler he was, in person, attractive; in mind, accomplished.

His intense loyalty to his cause became more than an obsession. It amounted to madness—if indeed, the seeds of madness had not already germinated in this melancholy and dissipated young companion of Sir John Johnson.

The debauchery of these two sprigs of the Tryon County landed gentry covered a trail that lead from New York to Albany, to Schenectady, to Johnston, and to Quebec.

Their's was, socially, an unsavory record; but there is no reason for going into it here.

It may be that excesses unhinged Butler. His pride in his Ormand ancestry and connection, if indeed there really were such a descent, made him haughty, exacting and abnormally sensitive.

For the rest, his was an exaggerated character of a poetic temperament wholly wrapped up in himself—a neurotic easily unhinged by excitement, swiftly inflamed to violence by fancied neglect or insult.

After his escape from imprisonment in Albany, the terrible directness of his insolent letter to the American military authorities revealed the savage fire smouldering within his abnormal mind.

The contemptuous reply to that letter kindled his rage to a blaze which made a conflagration of Cherry Valley; and which drove him again and again in headlong fury on the Mohawk Valley.

For this merciless young man, Brant had only contempt. Of him, it is reported his own father, Colonel John Butler, said: "To save those poor people (at Cherry Valley), I would have crawled all the way on my hands and knees; and why my son did not spare them, God only knows."

This—and that Haldimand refused to see him—are legends of Tryon County. I do not know how true they are. I doubt Haldimand's delicacy because in my possession I have the petition for relief signed by the widow of the monster, Lieut. Hare; and upon which Haldimand has written approval over his own signature.

As for Walter Butler's guilt, there can be no doubt. He was the scourge of the Frontiers. All patriotic America rejoiced at his death; and I know of no other instance in our history where the death of an enemy was considered a matter for public celebration.

No more knightly figure rides through the history of those bloody days than that of Colonel Marivius Willett—who, later, was to become the first Mayor of New York under the Republic.

What could be more significant than that the chivalrous and kindly Willett glanced down from his snow-wet saddle with cold contempt at the battered body of Walter Butler; and, when an Oneida scout asked permission to take the scalp, shrugged his indifference, and rode on, leaving the unburied body to the forest wolves!

There is much material for a monograph on Walter Butler, but this is no place to attempt it.

His home still stands in northern New York State.

His abhorred memory still remains in the minds of the people whose forefathers he scourged with fire and hatchet.

The great struggle of the American Revolution was strictly a family affair—a fight between members of the same race geographically separated.

An alien king was the cause of it and precipitated it.

And, in that eight years' war, those few individuals who became infamous through cruelties and treacheries belonged to the common race; and that race must bear the obliquy, British and Americans alike, and, together, today, repudiate all that was un-English and un-American in a great family struggle which reflects honor on both.

What Was the Color of Paul Revere's Horse?

DISPUTES have tumbled through historical societies and persons laden with historic lore, regarding the color of the horse Paul Revere rode in the famous flight to Lexington. This is, perhaps, America's most famous horse; as, aside from the actual historic prominence, it is known to nearly every American through Longfellow's popular poem.

Painters, generally, have portrayed this horse as white. The color was recommended largely through artistic expediency rather than historic proof, as the white horse provided an easy contrast and relief from the background of the night scene. It is true that Revere's own horse was white.

Revere, however, lived in North Square, Boston, and as the British troops occupied the roads leading out of the city, he had to cross the river to Charlestown. Two friends, Joshua Bentley and Thomas Richardson, started with him across the Charles River in a boat when they saw the British ship "Somerset" anchored in mid-stream. They had nothing with which to muffle the oars, and Bentley went ashore, returning with a petticoat still warm from the body of a Daughter of Liberty.

It was the night of April 18, 1775. A horse had been borrowed from Deacon Larkin in Charlestown, for the ride. The Deacon had two horses, it is reported, one a seal bay and the other a dark roan in color.

The only document bearing any stamp of authenticity as to the color of the horse selected, is an excerpt from a private letter now in the home of a wealthy Rhode Island banker. The private nature of the letter has prevented it having been published, but when the present owner learned of the efforts of Mr. Griffith's staff to determine the exact color of the Revere horse, he sent this information from the letter: "We could see the foam on the dark side of Revere's horse."

So it has been thoroughly proven the horse was not white; but it is improbable any one can ever prove the exact color.

Tradition says the horse died from the effects of the ride.

When he made the ride that was to establish his name imperishably among the heroes of the Revolutionary War, Paul Revere was in his forties, a heavy set, sturdy man capable of great exertions; and an ardent protestant against the impositions of the British laws.

For some years he had been a dentist, surrendering the probes and forceps to renew his work as a silversmith a trade to which he had been apprenticed as a youngster. He was unusually skillful with his work in precious metals, only abandoning it for the dental career because there was so little work available in Boston. He complained the well-to-do families preferred having their silver vessels made in England, desiring imported luxuries over those made at home.

All records accent the warmth and likeableness of his personality, his unusual bodily vigor, and his fearless enthusiasm in advancing any cause that caught his interest.

His great fame is due in part to his personal popularity, and the picturesqueness of his individuality. He was a close friend of John Hancock and Samuel Adams and other leaders of the Revolutionary movement. His greatest fortune, however, was in having one of the greatest of press agents, Henry Wadsworth Longfellow, who wrote the poem immortalizing the ride.

Few people know that a brother express rider of Revere not only made as sensational a ride, but actually rode further on the same mission. They went from Boston to Lexington by different roads. Revere was stopped by British soldiers after riding out of Lexington, a total distance of nearly thirteen miles. Dawes was more successful and rode about seventeen miles before being stopped.

Revere's ride was more dramatic, however, as he warned Hancock and Adams, the two leaders whom the British wanted to capture above all others. They were concealed in the home of the Rev. Jonas Clarke on Bedford Road, Lexington, tucked two in a bed and asleep when Revere cried "The British are coming."

The British captured Revere. In the excitement of the morning, he escaped and made his way on foot back to Lexington.

Revere realized a pleasant and prominent old age, continuing his work as silversmith. His home is now one of the patriotic shrines of Boston.

Paul Revere's Ride

Listen, my children, and you shall hear
Of the midnight ride of Paul Revere,
On the eighteenth of April, in Seventy five;
Hardly a man is now alive
Who remembers that famous day and year.
He said to his friend, "If British march
By land or sea from the town to-night,
Hang a lantern aloft in the belfry arch
Of the North Church tower as a signal light,—
One, if by land, and two if by sea;
And I on the opposite shore will be,
Ready to ride and spread the alarm
Through every Middlesex village and farm,
For the country folk to be up and to arm."

Then he said, "Good night!" and with muffled oar
Silently rowed to the Charlestown shore,
Just as the moon rose over the bay,
Where swinging wide at her moorings lay
The "Somerset," British Man-of-war;
A phantom ship, with each mast and spar
Across the moon like a prison bar,
And a huge black hulk, that was magnified
By its own reflection in the tide.
Meanwhile, his friend, through alley and street,
Wanders and watches with eager ears,
Till in the silence around him he hears
The muster of men at the barrack door,
The sound of arms, the tramp of feet,
And the measured tread of the grenadiers,
Marching down to their boats on the shore.

Then he climbed the tower of the Old North Church,
By the wooden stairs, with stealthy tread,
To the belfry chamber overhead,
And startled the pigeons from their perch
On the somber rafters, that round him made
Masses and moving shapes of shade,—
By the trembling ladder, steep and tall,
To the highest windows in the wall,
Where he paused to listen and look down
A moment on the roofs of the town,
And the moonlight flowing over all.

Beneath, in the churchyard, lay the dead,
In their night encampment on the hill,
Wrapped in silence so deep and still
That he could hear, like a sentinel's tread,
The watchful night wind, as it went
Creeping along from tent to tent,
And seeming to whisper, "All is well!"
A moment only he feels the spell
Of the place and the hour, and the secret dread
Of the lonely belfry and the dead;

For suddenly all his thoughts are bent
On a shadowy something far away,
Where the river widens to meet the bay, —
A line of black that bends and floats
On the rising tide, like a bridge of boats.

Meanwhile, impatient to mount and ride,
Booted and spurred, with a heavy stride
On the opposite shore walked Paul Revere.
Now he patted his horse's side,
Now gazed at the landscape far and near,
Then, impetuous, stamped the earth,
And turned and tightened his saddle girth;
But mostly he watched with eager search
The belfry tower of the Old North Church,
As it rose above the graves on the hill,
Lonely and spectral and somber and still.
And lo! as he looks, on the belfry's height
A glimmer, and then a gleam of light!
He springs to the saddle, the bridle he turns,
But lingers and gazes, till full on his sight

A second lamp in the belfry burns!
A hurry of hoofs in a village street,
A shape in the moonlight, a bulk in the dark,
And beneath from the pebbles, in passing, a spark
Struck out by a steed flying fearless and fleet:
That was all! And yet, through the gloom and the light
The fate of a nation was riding that night;
And the spark struck out by that steed, in his flight,
Kindled the land into flame with its heat.

He has left the village and mounted the steep,
And beneath him, tranquil and broad and deep,
Is the Mystic, meeting the ocean tides;
And under the alders that skirt its edge,
Now soft on the sand, now loud on the ledge,
Is heard the tramp of his steed as he rides.
It was twelve by the village clock,
When he crossed the bridge into Medford town.
He heard the crowing of the cock,
And the barking of the farmer's dog,
And felt the damp of the river fog,
That rises after the sun goes down.

It was one by the village clock,
When he galloped into Lexington.
He saw the gilded weathercock
Swim in the moonlight as he passed,
And the meetinghouse windows, blank and bare,
Gaze at him with a spectral glare,
As if they already stood aghast
At the bloody work they would look upon.

It was two by the village clock,
When he came to the bridge in Concord town.
He heard the bleating of the flock,
And the twitter of birds among the trees,
And felt the breath of the morning breeze
Blowing over the meadows brown.
And one was safe and asleep in his bed
Who at the bridge would be first to fall,
Who that day would be lying dead,
Pierced by a British musket ball.

You know the rest. In the books you have read
How the British Regulars fired and fled,—
How the farmers gave them ball for ball,
From behind each fence and farmyard wall,
Chasing the redcoats down the lane,
Then crossing the fields to emerge again
Under the trees at the turn of the road,
And only pausing to fire and load.

So through the night rode Paul Revere;
And so through the night went his cry of alarm
To every Middlesex village and farm,—
A cry of defiance and not of fear,
A voice in the darkness, a knock at the door,
And a word that shall echo forevermore!
For, borne on the night wind of the Past,
Through all our history, to the last,
In the hour of darkness and peril and need,
The people will waken and listen to hear
The hurrying hoof-beats of that steed,
And the midnight message of Paul Revere.

—Henry Wadsworth Longfellow.

D. W. Griffith—Maker of Pictures

KENTUCKY is the birth-place and the home of D. W. Griffith. His residence is at his studios in Mamaroneck, N. Y. There he has established a sea-walled park for picture-making, one of the show places along Long Island Sound, visible for miles, canopied with great elms and birches; and smothered into a restful reach of nature by surrounding lawns.

Here Mr. Griffith makes all his pictures, which, critics say, are unequalled for emotional intensity, poetic beauty and dramatic suspense.

How does this man appear? He is in his early forties; five feet and eleven inches tall, weighing one hundred and fifty-two pounds. Physically, he has a firm balance of bone, with alert decisive movement; a slender, cutting body with no suggestion of brute strength. His vitality and endurance are premiums of perfect health and indomitable will.

His studio is his home. For weeks, he never leaves the grounds. Up at seven-thirty every morning, he works steadily until from eleven to one o'clock every night. It is most typical of him that he hastens, but never hurries; moves quickly but never rushes.

Hancock-Clarke House, Lexington, Mass.

While other directors have the resources of great organizations to assist them, Mr. Griffith works alone. He selects his own stories. Then he begins to cast the principal roles. In this day when so many successful players have long-term contracts, this is often a most trying and difficult task; as available talent is often unsuitable.

While he selects his cast, he rehearses them, at once to prove the worth of the player in absorbing the role, and to work out the details of the drama so every member will be saturated with the purposes of the parts.

During the rehearsals, the costumes are selected, tried out, changed over and over again until final choice is made.

In directing his players, Mr. Griffith first allows the players to interpret the action for themselves, so that their portrayal may be natural. From this basis, he improves, suggesting movements and meanings. Only in intensely dramatic scenes does he ever raise his voice, and then only as emotional incentive. While the action proceeds, his face is a pathway for the quick and flowing emotions the scene reveals. His sensitive face registers every shy shade of feeling, and works vividly when the stronger strains of drama are touched. He is "all things to all men," feeling and reflecting every phase of every character. Psychologists declare it is this sensitive response which permits him to keep healthy and alert under unbelievable burdens.

His attitude towards his players is that of persuasive partnership, first following their original reactions, then sharing with them, gradually expanding the mood so that he leads them; and finally moulding the scene for the permanency of the camera by stimulating and spurring them.

He corrects but seldom criticizes and never denounces. It is his firm policy in the social as well as professional world, never to say an unkind thing about a person; and if he ever says an uncomplimentary thing, he says it to the person, and not to others. His tolerance and patience are two capital features of his rare ability to handle others.

Robert W. Chambers, the famous novelist and student of character, says of Griffith: "I can think of no other man so entirely humble, so truly modest as D. W. Griffith. Unselfish, generous, whimsical and fun-loving, with the courage and intelligence of a great leader, and the visions of genius, here is a rare man."

Rex Ingram, the famous director, recently paid in print this tribute: "We all follow Griffith. He did everything first and the other directors do them over again as best they can. Motion pictures owe everything to this man."

With all his successes, Mr. Griffith remains a poor man. He lives in two rooms, lightly furnished, mostly with books and gymnastic apparatus. He reads at least one-half hour every day, without regard to how strenuous the work of the day has been.

A trifling but interesting peculiarity is that he can never keep his watch running. Time and again he has been presented with costly watches, but after wearing them two or three weeks, they stop.

Today he stands in perfect health, with a record of having made five times as many pictures as any other director, with having created the technique which is now the accepted method of picture making. Year after year he establishes new records in the number of pictures rated among the ten best by vote of public and critics. Some of his most famous works are "The Birth of a Nation," "Intolerance," "Hearts of the World," "Broken Blossoms," "Way Down East" and "Orphans of the Storm." And yet he is planning now to do what he considers the real work of his life, the making of a series of large pictures portraying the great dramatic moments of mankind.

Something New About the Old

By John L. E. Pell

Mr. Pell made the historical arrangement for "America"

THERE is probably no more interesting occupation than to become connected with the research department of one of the larger moving picture corporations. For the quest of unearthing long forgotten historic data not only brings with it a sustaining thrill but a gratifying satisfaction, when one stumbles upon a treasure long since buried in the archives and lost to the memory of man.

Probably this same incentive urges on the searchers in the diamond fields of Kimberley or the astronomer as he sweeps the heavens with the great telescopes of modern times, seeking some new star among the greater constellations. In providing the historical arrangement or background for a great production like Mr. Griffith's "America," keeping this background accurate as to facts without impairing the romance or its atmosphere, one is sometimes beset with almost unsurmountable difficulties, arising from the space that can be allotted on the screen to each particular incident, and its direct or reflect effect upon the past or subsequent action. In the effort made to supply realism in many of the scenes of "America," our research department uncovered much interesting material and arcana long since concealed beneath the dust of time, and while much of this remains in a final analysis of the picture, a great amount has had to be relegated to the studio files.

In consequence, it might be of interest to glance quickly through one of the numerous portfolios containing this data. In one we find described the secret staircase in Buckman Tavern, Lexington, Mass. This staircase led from the reception room to the upper floor and was concealed behind a panel constructed in this way to permit the fair ladies of those times to reach their bedrooms above without entering the main hall, which alone separated the reception and tap rooms, for in the latter boisterous teamsters of the far North were often wont to make merry into the far hours of the morning. Another unused flight of steps descended into a small room below the ground level, which might have been used as a lodging place for some of the teamsters whose convivial manners sometimes forced the landlord to relegate them to some separate apartment for the night.

Major Pitcairn's silver pistols used in "America"

In a second file we find an account of the underground passageway at Westover on the James River, Virginia, this tunnel dating back to the time of the Indian wars was evidently designed to allow the escape of the household in case of dire disaster. For it leads from a detached building, a hundred yards in opposite directions to the banks of the James, is carefully planned, and skilfully built of red brick and exceptionally tough mortar. It is in as good condition today as the day it was constructed. In still another file can be found a description of the dungeon of the old slave days, where blacks were herded for transit and where many died from the intense crowding and the effects of filth and foul air.

Many relics of the times intimately associated with the daily lives of our characters were brought to light, such as Paul Revere's toddy iron, the lone black glove George Washington wore after his mother's death, and the broiler that was used by Jonas Parker, which saved each drop of blood gravy which no doubt had much to do with his great strength, as he was a noted wrestler of the times. This relic is of singular construction, its fluted grids forming canals which empty into a cuplike receptacle on the side.

Another interesting device to capture the wild pigeons that abounded in those days, consisted of a crudely constructed net on a frame, with a support to hold it above the ground. Corn was spread beneath the trap to attract the birds and upon a flock congregating a string was pulled, dropping the netted frame over the victims. This was repeated until a goodly number had been caught to salt down for winter food, which was one of the main supplies to be had in those days. Wild pigeons at flight time then blackened the sky. They are now extinct.

Window weights were bought for bullets by govern-

ment agents during the war. A receipt was given with the amount to be paid marked upon it. A few of these due bills are still in existence. A year before the beginning of the Revolution, the Committee of Safety had gunsmiths traveling the country secretly making a record of the number and kind of firearms owned by the inhabitants of each community, and all weapons in need of repair were put into condition for active service. Many of the better class of farmhouses were carpeted with sand and on festive occasions this covering was smoothed and designs drawn upon it with a coarse straw broom. Written records tell us of examples of great elaboration in this work as the artistic genius of some member of a family was given full sway. Washington's likeness and incidents of the times supplying the material for the most elaborate "engravings."

We find that one year in Lexington the weather remained so cold throughout the entire twelve months that grain was counted by the kernel when sold for food for human consumption, the stock being deprived of its usual sustenance was fed on such substitutes as could be found, many dying, and those that survived grew to resemble racks of bones.

The scenes of the Old North Church, Boston, used in the picture were taken on that historical spot, and the belfry wired as were the reproductions of Paul Revere's lanterns at great risk to the edifice. Every precaution was taken against its possible injury or destruction, the Boston Fire Department co-operating with men and apparatus during the time spent on this work.

The vestry of the parish in giving its consent after much deliberation, finally concluded that the risk entailed was no greater than the gift of this realism to posterity.

At Lexington the original drum used in the last roll call is the same drum which beat the alarm on that memorable morning of the 19th of April, 1775. And the silver pistols of Major Pitcairn were brought from the vaults at the Hancock-Clarke House and used in the making of this picture.

The flag shown at the Concord Bridge scene, carried by the men of Bedford, was the first military emblem used by the Colonists in New England. The original of this flag is now preserved under glass in the Masonic rooms at Bedford, Mass., where it may be seen by visitors.

It is interesting to note the tent occupied by General Washington at Valley Forge during the building of the log encampment has been preserved and is now in the museum there, and while it was impracticable to use this in the picture, the log huts seen on the screen are exact copies of those used by the Continental Army during that frightful winter which will ever make Valley Forge one of America's most sacred shrines.

Powder—1775

Congress agreed to purchase all the saltpeter manufactured in the Province for the next twelve months at a stated price. After the passage of this act a countryman brought into the House half a bushel of saltpeter which he had made and promised that more could be made in eight months than the Province had money to pay for. His method was as follows: To take earth from under old houses and barns, put it lightly into a hogshead, then fill it with water, immediately forming a lye. This lye he then put into an ashes leach that had all the goodness extracted from it; this acting only as a strainer.

After it was run through the machine he boiled the lye to clarify it to a certain consistency, then he put it to cool, and the saltpeter formed and was ready to use. From every bushel of earth he produced three-fourths of a pound of saltpeter.

When this information was furnished, Congress suppressed the act for amendment.

At Concord arms were concealed by hiding them in a furrow then the plow was run parallel and the ground turned over, concealing them completely.

In a contest 500 Southern Riflemen, probably Morgan's, fired at the outline of a human nose drawn on a board at 150 yards' range; the first 20 men firing cut the nose entirely out of the board.

Many jokes were made on the nudity of the Continentals. This view was taken of the veterans during the last year of the war:

"If the war is continued through the winter the British troops will be scared at the sight of our men, for as they never fought with naked men, the novelty of it will terrify them."

John Richard Green, the British historian, has said of Washington: "No nobler figure ever stood in the forefront of a nation's life."

General Knox estimated that the total number of men who served as Continentals, or as Militiamen, during any part of the eight years of war was 232,000.

The original drum used in the last roll call at Lexington

PERSONALITIES

ERVILLE ALDERSON, who plays with such striking art Justice Montague, is a native of Kansas City, Mo. His father was a prominent attorney, author of several standard works on legal matters. Alderson himself studied law, but was unable to resist the lure of the stage, and on his twenty-first birthday instead of taking his oath at the bar he joined a theatrical stock company. During his career he founded a repertoire theatre in Kansas City, which is still regarded as a model institution of its kind. He joined the Griffith forces to play in "The White Rose," and liked the screen world so well that he has since remained in it.

LIONEL BARRYMORE—Most versatile and gifted member of a family whose name is synonymous with the finest stage talent, got his first training as a motion picture actor under Mr. Griffith in the old Biograph studios. No one conversant with the recent annals of the spoken stage need be reminded of his triumphs in "The Copperhead," "The Jest" and the other outstanding artistic dramatic hits. He is hardly less well known to screen audiences through his remarkable characterizations in a score of films. He has been called "the perfect villain," but never in his remarkable career has he had a part into which he has thrown himself as that of Walter Butler in "America."

CAROL DEMPSTER—the Nancy Montague of this stirring epic of Revolutionary days, is a daughter of California. Studying dancing at the Dennishawn school, she had planned for herself a career as a classical terpsichorean and went into motion pictures through chance. She was one of a number of young dancers sent to the Griffith studios in California by the Dennishawn school to dance in "Intolerance." Mr. Griffith was deeply impressed by her delicate beauty, and at his suggestion she gave up her dancing career for one in the screen world. Under his tuition she developed until in "One Exciting Night," and "The White Rose," she achieved signal successes. While mastering the art of acting for the silent drama, Miss Dempster has continued her vocal studies, and may at a not far distant date equal on the operatic stage her triumph in "America."

ARTHUR DEWEY, whose majestic portrayal of George Washington is one of the most charming features of "America," was born in Colchester, Ill., where his parents still reside. He went on the stage at an early age and earned his spurs through a barnstorming career through the Middle West, during which he played every conceivable role. For two years his principal character was that of Simon Legree in "Uncle Tom's Cabin." So great was his success in this role through the towns of the West that it seemed likely that he would chase little Eva across the ice for the rest of his life. Desiring to enter the picure field, however, he came to New York, and affiliated himself with the Griffith studios. Experts declare that Dewey is physically an exact counterpart of Washington.

ARTHUR DONALDSON, a direct descendant of the Vikings, the noted Swedish actor who bears so striking a resemblance to King George Third. He began his stage career at the age of seven years, but first appeared in this country in 1896 with the Duff Opera Company. His fine baritone voice attracted much attention and he became leading baritone with the noted Tivoli organization in San Francisco, and later with Augustine Daly. He created the title role of "The Prince of Pilsen," and later sang in "The Blue Moon" and "The Wanderer." He returned to Sweden in 1911, appearing there first in speaking parts at the Oscar Theatre, Stockholm, and later in motion pictures directed and written by himself. He came back to this country in 1915, entering the picture field. He has appeared in more than 350 roles, and his experience ranges from farce to grand opera. His performance as King George Third was so realistic that Sir Percy Sykes, the British authority on court etiquette who assisted in staging the court scenes, never addressed him save as "Your Majesty."

NEIL HAMILTON, in the production of "America," has served to present the public with a new leading man of exceptional appearance and extraordinary ability. He was born in Lynn, Mass. Hamilton, still a boy in years, has worked his way to the top of his profession through sheer ability. He was educated in Athol, Mass., and later moved to New Haven, Conn. He began his professional career five years ago, playing a small part in the stage production of "The Better Ole." Following engagements in vaudeville and with stock companies, he entered the picture field under Griffith. Like Miss Dempster, Hamilton may be said to be entirely a product of Griffith's tuition, for he has appeared in no pictures other than those personally directed by the master of film art. His first appearance on the screen was in "The White Rose."

RILEY HATCH'S long experience in Indian roles, makes him the ideal for the role of Joseph Brant, chief of the Mohawks. Born in Cleveland, Ohio, Hatch began his career as a vocalist, singing in concert and in opera. Following extensive musical study in France, Hatch made his debut in London, England, in the role of Taby-wan-a in "The Squaw Man." His first stage appearance in his native land was in "Paid in Full." When William Faversham revived "The Squaw Man" Hatch was cast for his original role. Following a successful career on the spoken stage and in musical comedy Hatch entered the film field, where his fine work has earned him admirers in all parts of the country.

CHARLES EMMETT MACK, the Charles Edward Philip Montague of the picture, was born in Scranton, Pa., and studied at St. Thomas' College there. He had barely graduated when he got the circus fever and ran away from home to join the Ringling Brothers' Circus, with which he traveled for two seasons. Then he launched into vaudeville, and later became a member of a stock company. Attracted by the film, he joined the Griffith forces, and has since been exclusively under Griffith's tuition. He had appeared in a number of pictures, his first appearance being in "Dream Street."

HARRY EDWARD O'NEILL, the furiously galloping Paul Revere of the picture is of distinguished theatrical parentage. His father was a member of Richard Mansfield's company, and his mother a member of the famous Cansino family, dancers to the Court of Spain. Born in Rochester, N. Y., young O'Neill traveled with his parents, and as he grew up studied his lessons on a trunk in their dressing room. In the course of his career he has made a tour of the world as an actor, and for several seasons played in Sydney Australia.

LOUIS ROBERT WOLHEIM, Cornell graduate, professor of mathematics, star football player, mechanical engineer, and revolutionist, the Captain Hare of "America," is one of the most remarkable and most interesting men before the American public today. Finding a proffered captaincy in Pancho Villa's army "too slow," Wolheim came to New York in search of adventure. He was introduced to Lionel Barrymore and the latter induced him to enter the motion picture field. His first role was that of a tough captain and he did it so realistically that the rest of the company threatened to quit. He achieved fame in the title role of Eugene O'Neil's "Hairy Ape," which ran on the New York stage for seven months. He has appeared in a large number of pictures, including Griffith's "Orphans of the Storm," and never fails to give a convincing characterization.

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Edited by GERRIT J. LLOYD

file 3/ /a4

advertisement
"America"
1924

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LATEST GRIFFITH FILM HAS THRILL FOR EVERY FOOT

"That Royle Girl," a Paramount production, directed by D. W. Griffith and presented at the Mark Strand theatre. The cast:

Joan Daisy Royle	Carol Dempster
Her father	W. C. Fields
Calvin Clarke	James Kirkwood
Fred Ketlar	Harrison Ford
Alice Ketlar	Marie Chambers
George Roberts	Paul Weigel
His daughter	Florence Auer
Daisy's girl	Florence Auer
Mrs. Clarke	Ida Waterman
Polly Benson	Gertrude Cort
Butler	Bobby Watson

D. W. Griffith has decided to forego the imaginative movie for a while and put everything in black and white before your eyes. And he does. My, how he does!

Edwin Balmer's story becomes on the silver sheet two hours' of perfectly grand entertainment. Not once does it become boresome. Not once do you know what's coming next—unless you've read the novel—and you don't have to rely upon your imagination.

About the Other Half.

The plot concerns the other half and how it lives. But for a pleasant change it isn't New York's other half. This time, Chicago provides the background.

"That Royle Girl," first name Joan Daisy—always called just Daisy—is one of the other half, possessing a mother who is nervous and takes something for it, and a stepfather who never hits the water wagon if he can help it.

Daisy works her way up from news girl to gown model, and when she's parading on the beach in borrowed finery—advertising it for her employer—she meets Fred Ketlar, a prominent jazz composer. Daisy falls for Ket, or thinks she does, and tells him that she wants him to write finer music for her sake.

She Stands by Him.

While she's pleading with him over this matter a terrible thing happens a few blocks down the street.

Carol Dempster W. C. Fields
Stars in "That Royle Girl."

Ketlar's wife, from whom he is separated, is murdered. Ket's blamed, of course, and it's up to Daisy to stick by him throughout the trial and endeavor to vindicate him.

By the time the trial's half over "That Royle Girl" discovers that she is no longer in love with Ket, but that her heart is all sold out to Calvin Clarke, the sturdy and stern district attorney who isn't in sympathy with her side at all.

But does Daisy win him over—and the verdict, too? Well, even if you know your movies you're going to be a little bit mixed up on this one.

There are two other murders, a tornado and several blood-and-thunder fights before the movie's conclusion.

Carol Dempster shows, in her portrayal of Joan Daisy, that there is no doubt about her acting capabilities. And she never has looked prettier on the screen.

W. C. Fields is inimitable in the comic role of dads, Daisy's stepdad. Harrison Ford and James Kirkwood give good performances, and George Rigas deserves honorable mention as do Bobby Watson and Florence Auer for smaller roles.

As usual, Griffith's titles are not so good. There are too many of them, and they are stereotyped. But outside of that—well, the picture's what you want to see anyway. And you'll see it to the finish.

I. T.

The Greatest Story of All!

A MASSIVE DRAMA of the beginning of the America that you know. ¶ The struggles of a few that became the romance of one hundred million people. ¶ It is the story of Her whom you love more than any other . . . of Her for whom you would shed your blood . . . of Her for whom you would sacrifice all—the first great story of America.

Can You Answer These Questions?

What was the color of Paul Revere's horse?
What kind of carpets did the housewives have?
What General fought as a private in the Battle of Bunker Hill?
Who said "I won't retreat" and didn't at the Battle of Lexington?
How many wheels did the wagons of the Northern Army have?
How did the Indians travel from one battle ground to the next?
Do you know if your forefathers were slaves, otherwise called bondsmen?

How This Picture Originated

The Daughters of the American Revolution have long wanted a complete, accurate and dramatic version of America's greatest of all stories, the Revolutionary War, told with a true mastery upon the screen. They informed Will H. Hays of their wishes. And Mr. Hays discussed the idea with

D.W. GRIFFITH

He agreed to make it. Here are the places Griffith with his staff of players visited to take the scenes of the drama upon the actual ground where they occurred in the War of Independence: Lexington Common, Bunker Hill, Concord, Buckman Tavern, Old North Church, Hancock-Clarke House, Faneuil Hall, Philadelphia, Mount Vernon, Yorktown, the famous old mansions along the James River in Virginia, Valley Forge, Trenton, and a dozen other places.

Here are the people who are helping Griffith to make this story more accurate than any story of this period has ever been: The Daughters of the American Revolution, The Sons of the Revolution, President Edwin Worthen of the Lexington Historical Society, the Boston Historical Society, the Mount Vernon Historical Society, the Smithsonian Institute, the New York Public Library.

Robert W. Chambers, accepted as one of the best informed historians on Revolutionary matters, has written the story and is with Mr. Griffith almost constantly in the filming. John L. E. Pell is making the historical arrangement.

The name selected for this tremendous production is

AMERICA

The cast being chosen is recommended by appearance and ability alone. It is not intended that a famous character shall be altered to fit a famous actor. The persons most fitted to interpret the great figures of history, George Washington, Nathan Hale, John Hancock, Samuel Adams, Patrick Henry, Dorothy Quincy, etc., have been selected. Literally hundreds of persons have been tested out that these characters shall be real in appearance.

GRIFFITH HANDED COLONEL'S RANK FOR FILM FAME

It's now Col. D. W. Griffith.

For the motion picture producer who revolutionized the film world by making the first long motion picture, "The Birth of a Nation," and who is now filming the War of Independence in America, at the request of the Daughters of the American Revolution, has been made an honest to goodness colonel by the Governor of his native State, Kentucky, he just learned at Marmaroneck, where he is at work on the new film.

D. W. Griffith

Gov. Edwin P. Morrow has just forwarded Griffith's commission to Mayor Huston Quinn of Louisville, stating he made Griffith a colonel in recognition of the honor which the movie producer has brought to the State.

Griffith is the first motion pic-

ture producer ever honored in this manner. Others who have received similar commissions in the past include Col. George Horace Lorimer, Col. Norman E. Mangood and Col. John F. McCutcheon.

Handing Griffith a Few Bouquets.

DAVID WARK GRIFFITH is back at his old stand. After making a series of light features, including both comedy and drama, he is going in earnest for the historical panorama, and who is more impressive at this sort of work we cannot for the life of us tell. To us Mr. Griffith is still the Titan of the motion picture world and in lionizing him in the great tennis player he must only to compliment him. Griffith is master of the terrific wallop and the gentle drop-shot as surely as his athletic rival.

The director's new subject is to be the American Revolution, perhaps even more enshrined in the hearts of the American public than the Civil War days, though more remote, and if Mr. Griffith can do as well with the early times of the Republic as he has done with the reconstruction era, we shall have another masterpiece to discuss. There is material enough in this subject to daunt almost anyone except a historian, but Mr. Griffith has in the past shown himself thoroughly capable of sifting the gold from the dross and there is every expectation that he can do it again. We are of the opinion that the release of this Revolutionary drama will mark another step forward in the industry.

would you want your sweetheart to leave you?

Warm honeysuckle days of late Spring—

Young Nathan Holden was down from Boston, riding express. In his slim and supple twenties, he had a heart for mad perils; and a face that identified him where unknown as "That handsome boy."

He met her by chance. For she was Miss Nancy Montague, daughter of the great Virginia Montagues-nineteen, all curving slenderness and impetuous grace.

Her's were great brown eyes; and his were lighter: eyes that first appraised; and then admired; gradually growing lonely and finally flaming with a desperate hunger for each other.

For she made her father's enemies her own; and her father served his king, while Nathan served America.

Always apart, yet always together, they met one day in her home; he to get secret information from one of her unwelcome guests.

This guest was the dashing Walter Butler, the man whom historians call the wickedest man in America. He could sing, he could dance; his love affairs were a volume of scandals, some thought him mad, most found him irresistible.

Nathan Holden overheard from Butler news that would save the lives of thousands. Nathan was a lover, but also an American officer.

He must go at once. As he started he heard Butler call out for Miss Nancy, demanding that she come to the room where Butler and his staff were holding wild revel. She had insulted Butler, and he was enraged.

Save his sweetheart; or carry the warning that would save thousands.

"Go, she said and save the others. I am only one."

Again Butler commanded her; and she went to what!

Did she do right?
Did Nathan do right?

Think it out for yourself, as you watch a superb love story unfold with throbbing beauty in D. W. GRIFFITH'S high romance of daring lovers, AMERICA, at the 44th ST. THEATRE, Twice Daily, 2:15 and 8:15; Sunday Matinee at Three. BEST SEATS $1, at all Matinees except Saturday.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

She's worth it

The bright spots in your hurried life are the romantic ones . . . when you first 'grew up'; your first love; your wedding love; your home love!

You thrilled when they came, and you thrill to recall them, because YOU understand them.

The romances of others are almost as interesting as your own, if you UNDERSTAND them; and if your own romances are precious, think how new romances enrich your heart!

Some sluggard hearts are guilty of living in a land of earth, buildings and travel-ways. But to the seeing heart, America is the most romantic land in all the world.

It is a wonderful heart-throb to feel America 'growing up', to thrill with the first love of Americans for America; to throb with exalted emotion when Americans wedded America in the picturesque drama of 1776!

You understand and have in your heart a grand new romance when you know the love and lovers, the courage and daring; the high adventure and sublime bravery of your own people in D. W. Griffith's "greatest play ever staged" and "greatest true story ever told," now showing at popular prices at the Forty-Fourth Street Theater, twice daily.

America

INTERESTING

By Mr. Quinn Martin of the New York World

The mightiest thrill which we have ever met in the cinema is the ride of Paul Revere in "America." And the new historical romance which is on view at the 44th Street Theatre is the most stirring thing of its kind ever made. We are back on Park Row after seeing it, and we are still shaky.

It is possible for us to speak straight-forwardly about our own opinion. Here is a motion picture which will set a new standard of achievement in the picture play fully as high and as commanding as Mr. Griffith's "Birth of a Nation" set in its day. By virtue of this latest product of the man from Mamaroneck, Mr. Griffith, for our own part, passes definitely into the ranks of those whom we think of as being immortals. America may go serenely about the development of its newest art confident that the greatest of all film directors is one of her own.

There is no one in the world who could have inspired actors, pictured emotion, revealed patriotism, wrung hearts, made drama, as Mr. Griffith has done in "America."

Mr. Griffith and Mr. Robert W. Chambers have succeeded in weaving a lovely and absorbing romance into a background of strife and sacrifice on the battlefield. Romance and spectacle are deftly and absorbingly interlocked. A tender and lovable Nancy Montague is acted by Miss Carol Dempster in the finest performance of this young woman's career, and Nathan Holden is the personification of sturdy, heroic, handsome Americanism as played by Neil Hamilton.

In the steady rise to its climax, this love story is made human and sane and compelling, and given vigor and dash by the most vitally alive conflict pictures which Mr. Griffith or any one else ever has made. A method of softly melting photography lends charm and naturalness to the whole.

While there is to be found in "America" the traditional Griffith suspense, this is so expertly disseminated over the running drama that there is at no time evidence of strained effort for sustained interest.

It is futile to attempt any adequate description of the actual marching of the hostile forces into action. And still it is entirely possible to observe that as it tramps firmly on its way across the screen at the 44th Street it is altogether glorious. It is a roaring echo of the shot heard 'round the world.

Why I Like America

The rich warm love adventure—like your own first romance.

The tingle, stir and excitement of Paul Revere's ride.

Thrills that amaze — thrills that arouse — thrills that electrify.

The fascination of tight-driving story that leaps from one climax to another.

The splendid struggles of your people against great odds — pride that cleanses and glorifies your memories.

Great love story — grand adventure —magic thrills.

Unquestionably the greatest picture of today!

(signed) by the 204,893 people who have seen D. W. Griffith's America at the Forty-fourth Street Theatre, Twice Daily at at Popular Prices. Matinee Today at 3.

You Will Love America

Last Weeks

Last weeks have a peculiar charm! The last weeks of your school—the last weeks before your wedding—the last weeks before anything important is to cease in your life.

Don't miss the throbbing charm, the laughter, the tears, and excitement in D. W. Griffith's arousingly romantic picture now in its last weeks at the Forty Fourth Street Theatre twice daily at popular prices.

America

"America" Great Movie Lesson

By ALICE ROHE
(Written for United Press).

NEW YORK (United Press).—Every once in a while something happens to prove the contention of the "intelligent minority" that the public appreciates better stuff than it is given. This something has happened with an overpowering argument in the case of D. W. Griffith's superb motion picture "America." As is always true of whatever this master of the screen produces, the public demonstrates so enthusiastic an appreciation that the query naturally presents itself: "Why isn't an effort made to elevate the whole moving picture output to a high, artistic level."

Of course, the answer must revert to one logical fact — there is only one D. W. Griffith. At any rate, Griffith's incomparable power of visualizing psychologically great historic moments is evidenced as never before in "America." One lives through the tense and tragic hours in this making of our own country. It would take a soul dead indeed not to weep unshed tears at those pitiful, heroic moments in Lexington. And it is safe to say that in all motion picture annals nothing has approached the compelling realism of the midnight ride of Paul Revere.

It is not merely because Griffith has been able to use historical accessories that his picture is great. The drum used by the Minute Men is the original one. A number of the flint-lock guns used in the picture actually served in that historic encounter at Lexington. But it is that intangible spirit which Griffith transfuses into all his pictures—a complete sense of authenticity. Here are no anachronisms. No banal sentimentality, characteristic of the average motion picture, taxes one's common sense. Instead we are swept on by the spirit of sacrifice, of courage—a spirit of participation. And a most important phase of this picture is the introduction of the sufferings of the Northwest — scourged by Indians, exploited by Butler.

Yet, above all the heart-stirring scenes in this finely co-ordinated picture of South, North and Northwest—all the phases of America's struggle for independence—nothing stands out so indelibly as that ride of Paul Revere's. Battle scenes, fighting, are more superbly represented than in any motion picture in that we never once lose the "two sides" to the combat. But I doubt if any child of our present era—when the thing we call patriotism, which has been too often cheapened and betrayed in so many ways—can ever obliterate the memory of the scenes in "America," beginning with the flash of Paul Revere's lanterns from North Church tower.

No child should be permitted to miss the opportunity—and so far as that is concerned, no adult either. For Griffith has done a thing of incalculable value in this day of pseudo-internationalism and swaggering nationalism — he has stirred real patriotism—real love and appreciation for America and the ideals for which the men of Lexington, of all our early heroes, gave their lives.

Says Frederick Landis, Brother of Judge Landis:

COLUMBUS discovered America, but David Wark Griffith made her picture. The discovery was an accident, Columbus thinking he was sailing toward India, but the picture was no accident. Griffith knew exactly where he was going and he arrived where he had planned—AT A GREAT RESULT.

"America" does not bring the Revolutionary War up to you; it takes you back to the Revolution.

And this is life—this "America!"

It is not so much the glory of the picture, the genius of the builder, the skill of the players, the alternating currents of laughter and drama, the superb sequence of events, the appeal of straight souls, the eloquence of devotion, the brilliant counterparts of heroes, the epic grandeur of a Nation's birth, but around it all and over it all the actual, sacred struggles of our common Mother, America.

Never has the difference between the silent and the living hero been more strikingly portrayed than in this triumph of sympathetic art.

"The Fathers" step out of their gilded frames and draw their swords; they PUT OFF THEIR MARBLE and PUT ON FLESH and you are face to face with sentiments, emotions, actions which Destiny, the invisible architect, builds into national life. It is as if our silent benefactors enacted their struggles once again to rebuke the slumbers of their children.

Patrick Henry's lightning defiance flashes as it did in old Virginia; Paul Revere, the Mercury of Independence, rides, not only through THE SCATTERED SETTLEMENTS, but through YOUR HEART, and as the Colonials cheered and clutched their flint-locks, YOU CHEER and clutch your seat.

You thank the stately Burke, when rising in the British Parliament, he poured a flood of eloquence against the enlistment of INDIANS to help subdue the aspirations of FREEDOM.

YOU ARE THRILLED as Jefferson, the boy, eagerly imbibes his first draught of democracy, and as Jefferson, the man, presents the Declaration which fuses fragmentary protests into a common cause.

You ride with Morgan's Minute Men, GRANDER IN THEIR HOMESPUN than Knights in armor and swifter than Fate in their retribution.

You pity, yet GLORY in the very rags of Independence.

Your anger rises at the treason of the Tory, yet its classic antidote comes forth when Montague, the son of Tory of British loyalty, breaks the bonds of heredity and environments, turns from his father and casts his fortunes with the plow boys and later seals his service with his blood.

You are with the hungry, freezing Continentals at Valley Forge, where the WHITE SAVAGERY of Winter rivals the red savagery of wild tribes.

You see human nature at bay, making the last, grand stand for human rights.

And you see Washington.

If "America" did nothing more than turn the Father of His Country from impassive majesty into SURGING, INDOMITABLE PURPOSE, its mission would be fulfilled.

And through it all there runs, as gentle and as soothing as the old-fashioned song your mother used to sing, THE GOLDEN THREAD OF LOVE—of love, so pure, it silences the cynic—of love so constant, it rebukes the libertine of love, that chaste element, which amid all profanation, still endures, the NEVER-RESTING, NEVER-TIRING REDEEMER OF HUMAN LIFE.

As for artistic verity, technique, craftsmanship, you no more think of these than you think of the vanished scaffold of the builder when THRILLED BY THE PERFECT TEMPLE.

If I were asked how to Americanize, I should say: "See America!"

For it is MORE THAN A PICTURE; it is an institution.

And it is even more; it is a resurrection.

FREDERICK LANDIS.

14 & 87 Jlm

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"I tell you it is the finest motion picture ever made"

—*Quinn Martin in the World*

DYNAMIC with terrific heartistruggle. **THRILLING** with the heroism of gallant forefathers.

"The electric stir of first love—the sweet terror—the shy impulse. Live it again with tantalizing Nancy Montague, princess of romantic old Virginia; and Nathan Holden, the daring Harvard express rider."

Romantic — Sensational — Impassioned

SEE

- The Midnight Ride of Paul Revere (most thrilling scene ever filmed) *Herald*
- Seventy-seven Americans stand against 800 British regulars, and defy them at Lexington.
- The lavish splendor of the Court of King George--luxury, pomp and arrogance at its pinnacle.
- Morgan's Rangers, the wild-riding cavalry that shattered and panic-routed the enemy.
- Capt. Nathan Holden, the great lover with passionate heart.
- He springs from his horse to the moonlit window, where dreams the night-robed maiden of his desires.
- The unreasoning love-madness of Walter Butler, the most astonishing villian in history.

Told with a witchery of dramatic skill that "places D. W. Griffith definitely among the immortals"-*World*

"Easily the screen's greatest achievement."—*Colgate Baker in Review*

"At last we seem to have the great American film."—*Exhibitors Trade Review*

All Other Pictures Of The Past—All Other Pictures Of Today But Lead Up To

D. W. GRIFFITH'S

"Greatest screen story ever filmed"

AMERICA

By ROBERT W. CHAMBERS

Will Not Be Shown In Any Other Theatre This Season

44th STREET THEATRE W. of B'way **TWICE DAILY** 2:20 8:20

500 Matinee Seats 50c—1000 Best Seats $1.00—Nights—50c., $1.00 and $150

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in bringing his wizard like genius to the picturizing of the beginnings of American history, as dramatized in his "America", D.W.Griffith has placed the entire American public as well as liberty loving people throughout the world under new and lasting obligation.

His masterly treatment of the subject, his deft and subtile skill in the art of delination, his veracity in depicting the period and the issues involved, and beside all else his indefinable ability to drench the picture with an atmosphere of spiritual influences out of which sprang the Declaration of Independence, all are there before your eyes, until, all at once, you come under the Griffith spell, and forgetting the present, you live, breathe, and fight with the immortal George Washington.

The service Mr.Griffith has thus rendered to the generations of today and tomorrow cannot be calculated. The picture might well be called "Lest we forget". It is surely true that all who see this picture will not--cannot forget what American freedom means--and at what a price that freedom has been purchased.

Every pulpit in the land should ring with messages of freedom interpreted and reinforced by this picture.

Every school in city, town or hamlet accross

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Pastor

Miss Sara B. Hoot
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(2)

our broad country should utilize this chance to enforce and vividly teach anew the lessons of American independence.

Every patriotic club, society , and organization, as well as the legislative councils of State and Nation should hail this picture as a veritable fife and drum calling our country to catch step and march into the new day of freedom and democracy .

D.W.Griffith, with your new vision
of America, All hail !

Lincoln H. Cornell

The picture "America", produced by D. W. Griffith, Inc., portrays with great fidelity the stirring period of the American Revolution. This play is so great in its historical detail that, while being full of interest and action, it will make it most popular with young people, and will aid tremendously in inculcating ideals of patriotism in their young minds.

(Lieut.Col. C.O.Sherrill)

DAVID I. WALSH,
MASSACHUSETTS

United States Senate,

WASHINGTON, D. C.

"Griffith's 'America' is soul-stirring. Concord, Lexington, Bunker Hill and the other events of the Revolutionary period are marvelously vivified. No American can see this production without having his patriotic emotions stimulated to a great pride for America. Mr. Griffith has made a contribution to real Americanism."

David I. Walsh

G. WATSON JAMES, JR.
GENERAL HISTORIAN
THE UNIVERSITY CLUB
RICHMOND, VA.

THE GENERAL SOCIETY
SONS OF THE REVOLUTION

"AMERICA" shoulders its way above all other moving pictures because it has been produced by a strict and passionate devotion to historical accuracy. All works of man that are d stined to survive must contain that intangible thing we call a soul.

In "AMERICA" we have the dual soul; that of a nation in the birth pangs, and the soul of a super-artist who refuses to sell his birthright for a mess of sensational ~~porridge~~. pottage

"AMERICA" will live as long as men revere the democratic principals of a free government and patriotism is a passion, not a word. Its producer, Mr. Griffith, is the Paul Revere of 1924. Booted and spirred he will ride through our land arousing that most desired flame of patriotism.

To the historical accuracy and devotion of Mr. Bell, this country owes a great debt.

G Watson James Jr
General Historian

The play American is a likely surprising ~~[illegible]~~ his first drama. It reflects of the period as lighted by the beautiful romance running through. The ~~example~~ ~~[illegible]~~ spirit of Washington as should be in shown as the moving influence of the period. Mr. Griffith deserves great credit

E.Bascom Slemp
Secretary to the President
(Original) (Typewritten Copy attached)

"The play 'America' is a thrilling,inspiring, historical drama. The sufferings of the pioneers are lightened by the beautiful romance running through. The spirit of Washington,as should be,is shown as the moving influence of the period. Mr.Griffith deserves great credit".

E.Basgom Slemp
Secretary to the President.

I now left the shade
more thrilled than I was
by your picture America
[illegible] of
as a man-of-war. It was
a huge undertaking, but you
have more than accomplished
it. We are a busing race,
everyone for himself — we
are a young nation, & it
must be so — & it takes
a war with Germany, to
a picture like America
to make us realize that

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOTEL ALGONQUIN

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New York

FRANK CASE

Columbus discovered America, but David Wark Griffith made her picture. The discovery was an accident, Columbus thinking he was sailing toward India, but the picture was no accident. Griffith knew exactly where he was going and he arrived where he had planned--at a great result.

"America" does not bring the Revolutionary War up to you; it takes you back to the Revolution.

It is so vivid, so powerful, that though more than fifty years may have gone wheeling over your head, flattening all your fancies, you are enthralled as you were away back in the embalmed Eighties, when you sat away up in the"gallery", gnashed your teeth at the villain and shouted yourself hoarse for the hero.

Ah, that was life--and this is life--this "America!"

It is not so much the glory of the picture, the genius of the builder, the skill of the players, the alternating currents of laughter and drama, the superb sequence of events, the appeal of straight souls, the eloquence of devotion, the brilliant counterparts of heroes, the epic granduer of a Nation's birth, but around it all and over it all the actual, sacred struggles of our common Mother.

For to all, not utterly bereft of soul, America is a common Mother and in the larger sence, there is no orphan beneath her flag.

Never has the difference between the silent and the living hero been more strikingly portrayed than in this triumph of sympathetic art.

"The Fathers" step out of their gilded frames and draw their swords; they put off their marble and put on flesh and you are face to face with sentiments, emotions, actions which Destiny, the invisible architect, builds into national life. It is as if our silent benefactors enacted their struggles once again to rebuke the slumbers of their children.

Patrick Henry's lightning defiance flashes as it did in old Virginia; Paul Revere, the Mercury of Independence, rides, not only through the scattered settlements, but through your heart, and as the Colonials cheered and clutched their flint locks, you cheer and clutch your seat.

You thank the stately Burke, when riding in the British Parliament, he poured a flood of eloquence against the enlistment of Indians to help subdue the aspirations of freemen.

You are thrilled as Jefferson, the boy, eagerly imbibes his first

drought of democracy, and as Jefferson, the man, presents the inspiration which fuses fragmentary protests into a common cause.

You ride with Morgan's Minute Men, grander in their homespun than knights in armor and swifter than Fate in their retribution.

You pity, yet glory in the very rage of Independence.

Your anger rises at the treason of the Tory, yet its classic antidote comes forth when Montague, the son of Tory of British loyalty, breaks the bonds of heredity and environment, turns from his Father and casts his fortunes with the plow-boys and later seals his service with his blood.

Your heart leaps as Lafayette, the darling of aristocracy - the knightliest soul that ever crossed a sea to fight for strangers, enters the bleak household of Liberty and calls it "Home" until the fight is won.

You are with the hungry, freezing Continentals at Valley Forge, where the white savagery of Winter rivals the red savagery of wild tribes.

You see human nature at bay, making the last grand stand for human rights.

And you see Washington!

If "America" did nothing more than turn the Father of His Country from impassive majesty into surging, indomitable purpose, its mission would be fulfilled.

You walk with this great Captain, whose foot-steps turn to epochs; you see him at princeton, rallying his broken lines, amid a storm of death, compelling victory, even where the God of War had ordained defeat.

You see him on his knees, bare-headed in the snow, asking Heaven for the favor which the world denied.

And if your abundance has scorned the faith of old, yours is swift repentance.

And as you marvel as this great Shepherd of a people's hopes waves countless perplexities aside and rides the tempest as if it were his Arabian steed, you wonder if the Power which made all vastness, did not linger a little as he fashioned the great Virginian.

And then you behold the beautiful consummation which the world calls "Yorktown."

And through it all there runs, as gentle and as soothing as the old fashioned hymn your Mother used to sing, the golden thread of love--of love, so pure, it silences the cynic--of love so constant, it rebukes the

liberting of love, that ghosts element, which amid all profanation, still endures, the never-resting, never-tiring redeemer of human life.

And when the curtain falls, you are a little bigger, a little better, a little more American than you ever were before.

Your flag is not a thing of bunting, but a thing of sacrificial glory; not a thing woven by human hands, but assembled from the shine of stars.

Older generations in you are on the march, generations that befriended America when she was weak and despised of Kings, and as you look about, you find that all around you have misty eyes.

And as you walk out upon Broadway, thronging with its life, the shock is keen, for you have stepped from '76 into 1924. You catch your breath, then as you ride home in the evening, the draperies of illusion cling to you and then when those about the fireside ask you to tell them of "America", you reply: "It is useless; you must see it for yourselves."

As for artistic verity, technique, craftsmanship, you no more think of these than you think of the vanished scaffold of the builder when thrilled by the perfect temple.

If I were asked how to Americanize, I should say: "See America!"

For it is more than a picture; it is an institution.

And it is even more; it is a resurrection--a resurrection of the finest band of thoroughbreds who ever merged their personalities into a state.

Frederick Landis.

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Frederick Landis.

G. W. G.

149 Broadway

Dear Mr. Griffith

Notwithstanding your early kindness I was not able to see your new picture "America" until last night.

What a wholesome uplifting breath of Americanism blowing from end to end of a century! It is a new public school when compulsion will be unnecessary - a forum when advertisement of the contest can be dispensed with - a college whose curriculum is relieved of tedium. At last a library whose volumes flame into colour- whose characters leap from the pages and go into action and whose philosophy is revealed in prayer and tears - laughter and love.

You are far too young and interesting - far too gifted and enchanting to die-

But if you fell ill, do not repine, nor sigh - yours is not a monument - for they are long, tall, white, hard, pulseless things - yours is a song to be forever sung, a sunrise always rising - a picture within whose color and music is the heart-beat of the greatest nation since Eden.

Always

Yours faithfully

(Signed) Martin W. Littleton

A Reply to Mr. Sherwood

by

Robert W. Chambers

My attention has been called to what was termed "an attack" upon the picture, "America, Series 1, The Sacrifice."

This review, by Mr. Robert Sherwood, is not an attack at all; it is a careful, well-written, honest article, quite free from personal animus, or of anything unworthy.

Never-the-less Mr. Sherwood totally misunderstands the picture, its intent, purpose, and the reason for making it.

More than that he misunderstands the two men responsible for the production, Mr. Griffith and myself.

Because Mr. Sherwood's criticism in honest and polite, he will, I am sure, permit a reply.

In the first place I am not anti-British. I am, first of all, American; and then very cordially pro-British. I always have been.

I believe devoutly in a close understanding between all English speaking peoples. I think the salvation of civilization depends upon such an understanding. I believe that, some day, we English-speaking people of the world are destined to find a hostile world confronting us - possibly a hostile world in arms - certainly a world opposed to the racial instincts, beliefs, traditions, and purposes of the world's great English-speaking civilization.

I believe that England saved civilization in 1914 when barbarism threatened to engulf it. I believe the safety of future civilization depends upon England and all English-speaking peoples.

My personal admiration for England and the English is unbounded. To me, no English-speaking people or aliens, but are part of my own race.

Now, concerning the American Revolution. The fact is that it was a fight between members of the same family, geographically separated. It was a bloody, family row in which atrocities and excessess were committed.

Almost all the cruelties committed in the Northland were done by American loyalists or Tories, not by British.

It was the German King of England, and Lord George Germaine who employed the Indians as allies. The British officers strove to control and restrain them. But the American Tory officers - men like Sir John Johnson and Walter Butler - made little effort to curb their ferocity.

On our side, in the regular establishment, there are few instances of savagery to record. On the British side, save for Cunningham and Loring and Bromfield, few excesses stain the honour of England.

In the irregular warfare there were horrors - the first committed by an American at Concord Bridge where a wounded British soldier was barbarously murdered by a so-called patriot.

In the North the atrocities were the work of Indians - mostly of the Seneca Nation - and of American white men who were known as Tories, and who waged partisan warfare against their former neighbours in New York, New Jersey, and Pennsylvania.

Monsters such as Simon Girty, Beecraft, Bettys, Sergeant Newberry, Captain Hare, were American tories. Both Sir John Johnson and Captain Walter Butler, and old Colonel John Butler were Americans.

It is not because I am anti-British that I have tried to tell about the AmericansRevolution in the North. But, if the story is to be told at all it must be told truthfully. And the truth is that the partisan warfare there was horrible, and that the horrors were largely due to two regiments recruited from American tories, - Butler's Regiment of Rangers, and Sir John Johnson's Greens, combined with McDonald's refugees, and with other bands of American Tory irregulars and Iroquois Indians.

The detachments of British Regulars employed with these forces have no unsavory record. The detachments of Hessians, however, are charged with great cruelty and brutality.

Now, in regard to the importance of this Northern warfare.

Mr. Sherwood says that it is "Beyond all question of doubt" due to the "influence of Robert W. Chambers" whose "supreme dislike of the British" leads him to go out of his way to carry the picture into the North.

I beg to assure Mr. Sherwood that personally I would be happy to see an alliance offensive and defensive, between England and America; and furthermore that, to me, personally, the English are the most agreeable people on earth except my own people.

That misunderstanding disposed of, remains the question whether the Northern fighting was of sufficient importance to warrant inclusion in the picture of America.

Now, in the first place, Mr. Griffith and I did not set out to make a picture of America in fourteen reels. A thousand reels could not cover the subject.

Nor did we attempt, in fourteen reels, to make a picture of the American Revolution. It could not be covered in a hundred reels.

What we did attempt to do is this - we tried to picture some of the sacrifices made by our forefathers in the fight for a square deal.

We tried to show something of what our independence cost the individuals who strove to secure it. We tried to explain that this Government of ours with all its faults is still the best government ever devised by man; and that, if it was worth all the dreadful sacrifice of blood and tears, it is worth every effort we of today can make to preserve it.

In this era of the world's unrest, there have been, are, and will be endless open or insidious attempts to undue this government of ours for which our ancestors sacrificed their all to establish.

Our picture is a reminder,- a call to decent, sober, self-respecting citizenship to remember what our liberty cost us, and to

revere, honour, appreciate and defend the wisest, most logical, most generous, and the sanest government yet established among mankind.

Now as for the historical importance of the Northern campaign and battles, Mr. Sharwood will permit my modest opinion which I believe may not prove too widely at variance with established fact.

It is my belief that the Northern campaign were fully as important as those Southward.

I regard the capital Battle of Oriskany as one of the great decisive battles of the world.

Had Oriskany been fought and won, all New England would have been severed from the remainder of the Union;- the head of resistance chopped from the body - Fort Stanwix would have fallen, all the Lake Forts would have been abandoned earlier than they were, St. Leger and McDonald would have marched to Burgoyne's aid, and re-inforcements poured into his army out of Canada through Oneida Lake.

All the Northmen would have turned Tory before a vast deluge of invasion. There would have been no battle of Bennington, no battles around Saratoga. All the Mohawk Valley with its invaluable stores of cattle and grain would have become a prey to Burgoyne. Schenectady and Albany would have fallen under the combined army of Burgoyne, St. Leger, McDonald and Clinton. This force, turning south along the Hudson, would have driven the last Continental soldiers out of the Highlands and made of New York, New Jersey, and Pennsylvania Conquered provinces.

And then the entire might of England could have been turned back upon New England and the south. And, in my humble opinion, the American Revolution would have ended within a year, with Washington a refugee among the Appalachian Mountains. Oriskaney was a great decisive battle. Saratoga and Bennington were important, but less so.

General Sullivan's mugh maligned campaing resulted in this - that the vast Iroquois Confederacy was ruined; its inexhaustible riches of

provisions vanished in flame and smoke; and neither Canada nor the Dark Empire ever again could draw subsistence from the most fertile spot in North America - where the corn stood so high that the cavalry, riding through it, were entirely hidden even to the plumes on their helmets.

Had Colonel Willett and his militia, rangers, Riflemen of Morgan's Eleventh Virginia Regiment, and his levies not held the Mohawk and Schoharie Valleys against the terrible and defeated attacks of Butler, Ross, and Sir John Johnson, the great grain region which helped feed Washington's Army must have been destroyed; Schenectady and Albany would have fallen, and West Point, attacked in the rear, could not have stood much longer as the firm rock to which we clung and, indeed, upon the integrity of which Washington based his every plan.

As for the Battle of Johnstown, its vital importance becomes clear when we realize what formidable forces held Canada and the City of New York after Cornwallis surrendered; and that the war continued for two years more.

Suppose Butler had defeated Willett at Johnson Hall? Washington would have had it all to do over again with the British in full possession of New York State from Canada to the sea.

Mr. Sherwood is a graceful and accomplished writer, but, perhaps, not too minutely acquainted with the history of that epoch, else he scarcely would have referred to Walter Butler as "anonymous individual".

The death of Walter Butler was the cause for general congratulations and rejoicing throughout the United States. I know of no other instance where the death of an enemy ever was made the cause of public rejoicing in America.

Marshall, in his Life of Washington, says of Walter Butler: "He fell a victim of that vengeance which his own savage temper had directed against himself."

William L. Stone in his monumental and dignified volumes says:

"So perished Walter Butler, one of the greatest scoundrels..... of his native country."

The great historian, Fiske, says he has looked in vain for a single redeeming trait in the character of Walter Butler.

This judgment, possibly, is too severe, because I myself possess a letter written by Walter Butler to Peter Van Schaick which reveals the former in a kindly and generous light in one instance at least.

But his terrible and threatening letter to the American Military Authorities at Albany foreshadowed the atrocity he committed at Cherry Valley, - horrors which turned General Haldimand against him, and which caused his own father to exclaim:"I would have crawled all the way on my hands and knees to save those people, and why my sondid not do so God only knows!"

Brant disliked him,and openly included him "among those whom I consider greater savages than the 'savages' themselves' - a bitter and ironical comment from a brave and stainless Mohawk warrior.

President Dwight, in his Travels recounting the circumstances of Walter Butler's death, makes him out a coward.

He was not that. He had plenty of physical courage. His pride was vast, arrogant, insufferable.

He boasted of his kinship to the great Duke of Ormond - his family claiming to belong to the Ormond-Butlers - and this constant brooding on his own importance and dignity coupled with a naturally melancholy disposition, and with the physical results of the dissipated life, probably mentally affected him. It is kinder to believe he was not a born tiger.

He loved his mother and sisters; he was a handsome, graceful, accomplished young man, a lawyer by profession, a poet and musician by taste, probably lead into disreputable excesses by his crony Sir John Johnson.

Certainly he had kindly impulses; his letters reveal at least some. Ladies liked him and admired his romantic melancholy and his grace and accomplishments.

But Washington meant to rid the country of such a scourge, and, to do this, persuaded the chivalrous Colonel Willett to leave his beloved New York Regiment, renounce chances for glory and promotion, and, with a handful of rangers and riflemen, hunt Walter Butler and his followers to their death.

That is how important was Walter Butler and the Battle of Johnstown to the American Revolution.

And I trust that I have replied to Mr. Sherwood with all due politeness, civility, and good temper.

Now, finally, I am asked to write a word or two about the making of this picture "America".

In Mr. Griffith I found not only the genius and master of his profession, but one of the most cultivated, charming, modest, and most generous of men.

That he stands at the pinnacle of his profession, and lone there, is, I believe, generally conceded.

To be associated with him, to work with him, is rather finer than a liberal education alone, for, in his comradship one necessarily specializes in the finer humanities-because these qualities seem to be embodied in him.

I have never heard him raise his voice to anybody in anger or impatience, or even blame anybody for any mischance or misfortune.

Never,-even in the stress of fatigue, perplexity, annoyance, disappointment - have I known him to lose his equinimity and good temper.

His wit and gayety never fail; his courage never flinches. In my life I have known two or three people whom it always is a pleasure to see. Mr. Griffith is one of them.

The man himself, and his character, is the reason for the efficiency of his staff and for the devotion of all who are associated with him.

Because it is known that he is just, generous, indefatigable, his associated are loyal, devoted, and industrious.

He never spares himself, but frequently spares others. There is in his character not one small trait, nor a single mean one - not a trace of vanity or of unworthy self-consciousness.

There is plenty of talent inour country, and some genius, but mostly sterile. Because these usually are unaccompanied by courage and determination to carry on, plod doggedly through dull detail, explore a subject to its very dregs, sift, winnow, delve and plug away until the last atom of truth and knowledge has been extracted.

Never, even in Europe, have I seen such infinite patience in research for exact truth as Mr. Griffith displays. No minutest detail escaped him. No effort is too great for him to make; no humblest fact too unimportant to investigate, study, employ.

He himself, in character of the simplest and frankest, knows men and understands them as few men do. His is a clear, penetrating intelligence, and a kindly one if shrewd, and I do not believe that men and motives ever can deceive him for very long. He penetrates both as his mind penetrates any subject. He learns what he chooses to learn and uses his knowledge as he chooses.

Mr. Griffith and I have differed in some few matters connected with the picture. In some few details we still differ; in the majority I accept his view or he accepts mine.

But, the outstanding and lasting impression of my part in the making of this picture is the pleasure I took in it! and that pleasure

is due to my personal association with a really great man who is as modest as a maid, and whose intellectual and personal charm make friends of all who have the good fortune to know him.

Robert H. Chambers

file
3/ /24

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EVENING, APRIL 1, 1924

NEW GRIFFITH FILM, "AMERICA," IS SHOWN

Story of Revolution is Screened at Chestnut Street Opera House

CHESTNUT—Since the blare of trumpets and the clatter of galloping horses swept audiences throughout the country into a cheering, tumultuous pace of the ride of the Ku Klux Klan in "The Birth of a Nation," no screen production has so completely expressed the life of a people as "America," D. W. Griffith's latest handiwork, which opened here last night.

No man has really lived, says Kipling, until he has known war, women and horses, and it is with these three appeals to romance that the great director again drew back the curtains of history last night to tell in a simple yet soul-stirring manner that most dramatic of true stories, the American Revolution.

From the ride of Paul Revere to the last gruesome massacre by Captain Butler and his horde of painted ravagers in Wyoming Valley, the warfare between the colonists and their British and Indian foes is traced with such scrupulous attention to actual fact that the dramatic force of the film is maintained without a single resort to artificial means.

As always, Griffith promises to "make" new stars with his latest presentation. Carol Dempster as Nancy Montague, the haughty yet tender and sincere daughter of a Virginia Tory, blossoms out as a full-fledged actress with capabilities that were unknown.

Neil Hamilton realizes imagination's portrait of the quiet, daring captain of Morgan's Rifles. Charles Emmet Mack, giving a whimsical interpretation of the foppish but fearless son of luxury and Lionel Barrymore, scowling through the part of Captain Butler divide second honors in the cast.

It can be truly said of "America" that it is historically perfect, with a wealth of accurate revelations concerning the clothes, customs and conditions of the time; it is faultlessly directed and acted and is photographed and presented with the tone of its sponser's reputation for screen technique.

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April 1, 1924. 192

To City Transfer Co., E. Schumaker,

150 Turk St., San Francisco, Calif.

Please wire, collect, description of machines which Jack Brahany has, were they projection machines, and when did he get them.

D.W.GRIFFITH INCORPORATED.

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4/1/24 12:20

INDEPENDENCE HALL
NATIONAL MUSEUM
PHILADELPHIA

April 1st 1924.

Mr. David Wark Griffith,
308 Longacre Bldg.,
New York City, N. Y.

My dear Mr. Griffith:

Your "America" which I had the pleasure of seeing last evening is truly an unusual picture, a photo-play extraordinary.

The color of the love-tale of man and liberty which you have so exquisitely woven into the fabric of the picture, expresses to a nicety the difference of blood and social customs on the way to Revolution.

Your handling of the Colonial view, the temper of the people, the ministerial view, the enforcement of law and threats of military coersion, the defence of America, and finally America in revolt, are each and every one a masterpiece in themselves.

The action depicting the movement toward Union, Continental Congress and Independence are not only true to history, but most accurately reproduced.

Your introduction of Lafayette touching on the French Alliance, Valley Forge and Monmouth, the border warfare (a story little known to the average American) in which the Indians and Tories ravaged our Eastern valleys, and the final blow at Yorktown, demonstrate a mastery handling of a very complex subject.

I am convinced your "America" is not only the most stricking film, but the most historically accurate film ever produced for an American audience, and it is most certainly a picture that every American should see.

I congratulate you heartily and wish you all success in this and future enterprises.

Sincerely yours,

Wilfred Jordan

Curator, Independence Hall.

Wilfred Jordan
an

ANALYSIS OF PRODUCTION COST U & A AS OF APRIL 1,1924
AS PER CORPORATION LEDGER.

NAME	AMOUNT
Pay Roll #207	$1388.00
J.A.Mahlstedt Lumber and Coal Co.	6.00
J.A.Mahlstedt Lumber and Coal Co.	115.38
A.W.Gerstner	5.75
J.M.Austin	45.35
J.M.Austin	72.50
Pay Roll #208	2048.31
A.W.Gerstner	12.00
Bedford Hardware Co.	6.25
John J.Leahy Electrical Supplies	56.50
John J.Leahy Electrical Supplies	11.25
Studio Restaurant- Lunches	55.50
John J.Leahy Electrical Supplies	27.00
Pay Roll #209	2439.82
Howard H.Ware Corp.	56.45
J.M.Austin	12.00
Display Stage Lighting Co.	153.00
John J.Leahy Electrical Supplies	62.78
Pay Roll #210	2334.61
J.M.Austin	1.90
John J.Leahy Electrical Supplies	30.00
Wright Lumber Co.	65.25
Louis Stiebel	.92
J.M.Austin	40.69
Studio Restaurant	18.00
Display Stage Lighting	17.00
Display Stage Lighting	13.60
Brentano's	1.25
Film Negative	1814.75
Film Positive	1294.10
Overhead Expense	2046.24
Overhead Salary	1666.51
August 31, 1923	
Blue Bird Taxi Cab Co.	89.50
A.W.Gerstner Co.	5.08
Bedford Hardware Co.	15.00
Oscar Chouinard	400.00
Eaves Costume Co.	15.00
Pay Roll #211	2448.63
Edna May Sperl	125.00
N.Y.Calcium Light Co.	5.00
J.A.Mahlstedt Lumber and Coal Co.	482.76
Tremont Film Laboratories	201.30
Titlegraph Laboratory	128.06
Craftsmen Film Laboratories	573.42
A.W.Gerstner Co.	1.20
John J.Leahy Electrical Supplies	24.82
J.M.Austin	6.38
J.M.Austin	.42
J.M.Austin	155.00
John J.Leahy Electrical Supplies	306.68
Pay Roll #212	2695.57
Pay Roll #213	2524.07
Blue Bird Taxi Cab Co.	11.00
J.M.Austin	100.00
J.M.Austin	135.95
New Rochelle Glass Co.	1.25
J.M.Austin	76.60
Pay Roll #214	1471.32
Pay Roll #215	650.00
Eaves Costume Co.	1.00
Henry Naftal	10.05
A.W.Gerstner	68.30
Louis Stiebel	.15
Display Stage Lighting	65.00
Lungberg Shoe Store	9.30

Name	Amount
Film Negative	$1388.06
Film Positive	1173.15
J.M.Austin	4.40
Pay Roll #816	700.00
Pay Roll #817	550.00
Pay Roll #818	550.00
Pay Roll #819	550.00
John J.Leahy Electrical Supplies	62.00
Bodegoult check	100.00
Film- Negative	11.27
Film -Positive	25.25
Pay Roll #820	550.00
J.M.Austin	35.00
J.A.Mahlstedt Lumber and Coal Co.	16.50
Pay Roll #821	550.00
F.A.Lawler	62.50
F.A.Lawler	172.50
Frank Carpenter	5.00
J.M.Austin	5.10
Craftsmen Film Laboratory	67.66
Gasscigne Reid and Co.	31.50
Craftsmen Film Laboratory	69.72
J.M.Austin	4.00
Craftsmen Film Laboratory	59.84
Frank L.Carpenter	5.00
J.M.Austin	2.70
J.M.Austin	58.00
Alynlu Studio	242.75
J.M.Austin	5.00
Eaves Costume Co.	33.00
Mc Namara Bros.	80.00
Screen Mirror	58.83
Alynlu Studio	11.50
Eaves Costume Co.	1.60
Tom Wilson	32.20
Film- Negative	11.13
Film Positive	58.20
	$35859.65
	$35,859.65

ADJUSTMENTS AS PER AGREEMENT BETWEEN
MR. GREY AND MR. EPPING.

A.W.Gerstner	$24.03	
Mr. Williams	1000.00	
Mr. Van DerBrock	228.57	
Bedford Hardware Co.	23.25	
John J.Leahy Elec. Supplies	399.20	
J.A.Mahlstedt Lumber and Coal	606.08	
Craftsmen Film Lab.	901.78	
O.Chouinard	600.00	
Total adjustment		3,782.91
Total		$32,076.74

Ex 2 135

AGREEMENT

between

CHARLES CHAPLIN,

DOUGLAS FAIRBANKS,

DAVID W. GRIFFITH,

D. W. GRIFFITH, INC.,

MARY PICKFORD FAIRBANKS,

and

UNITED ARTISTS CORPORATION.

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

MEMORANDUM OF AGREEMENT, made and entered into in four (4) copies, each copy to be considered for all purposes as an original, upon this, the 1st day of April, 1934, by and between CHARLES CHAPLIN, hereinafter designated as MR. CHAPLIN, party of the first part; DOUGLAS FAIRBANKS, hereinafter designated as MR. FAIRBANKS, party of the second part; DAVID W. GRIFFITH and D. W. GRIFFITH, INC. hereinafter designated as MR. GRIFFITH, party of the third part, and MARY PICKFORD FAIRBANKS, professionally known as MARY PICKFORD, hereinafter designated as MISS PICKFORD, party of the fourth part, and UNITED ARTISTS CORPORATION, hereinafter designated as CORPORATION, party of the fifth part.

W I T N E S S E T H :

WHEREAS, CHARLES CHAPLIN, DOUGLAS FAIRBANKS, DAVID W. GRIFFITH and GLADYS MARY MOORE, professionally known as MARY PICKFORD, did enter into, execute and deliver a certain memorandum in four copies, dated the 5th day of February, 1919, pursuant to which the said UNITED ARTISTS CORPORATION was organized, copy of said agreement being hereto attached and referred to;and

WHEREAS, pursuant to said agreement, the aforesaid parties did individually enter into agreements with the said UNITED ARTISTS CORPORATION for the distribution, marketing and turning to account of the motion pictures produced by each of the parties hereto respectively, reference to said contracts being hereby had to the same full extent as if recited herein; and

WHEREAS, DAVID W. GRIFFITH has caused to be organized the D. W. GRIFFITH, INC., a corporation, pursuant to the laws of the State of Maryland, to which he has assigned his aforesaid contract with the UNITED ARTISTS CORPORATION; and

WHEREAS, the UNITED ARTISTS CORPORATION has been distributing, marketing and turning to account the motion pictures produced by DOUGLAS FAIRBANKS, DAVID W. GRIFFITH and D. W. GRIFFITH, INC. and MARY PICKFORD, and has distributed, marketed and turned to account a motion picture produced by CHARLES CHAPLIN, entitled "A WOMAN OF PARIS"; and

WHEREAS, the parties hereto have learned from the experience of UNITED ARTISTS CORPORATION in distributing, marketing and turning to account their several motion pictures, that the portion of all moneys derived from the license to use their aforesaid motion pictures for exhibition purposes, to be received by the UNITED ARTISTS CORPORATION, was insufficient to defray the expenditures incidental to the distributing, marketing and turning to account of the aforesaid motion pictures; and

WHEREAS, the parties hereto did agree to modify their aforesaid contracts by increasing the percentage of such gross receipts to be enjoyed by the UNITED ARTISTS CORPORATION, from twenty (20%) per cent to twenty-two and one-half (22½%) per cent in the United States of America, and from thirty (30%) per cent to forty (40%) per cent in certain parts of the foreign territory in which the aforesaid motion pictures are distributed through corporations organized or controlled by the UNITED ARTISTS CORPORATION, to wit, in Continental Europe, the Orient and South America, such modifica-

tion to take effect from January 1st, 1926; and

WHEREAS, a certain deficit has been incurred by the UNITED ARTISTS CORPORATION in the distributing, marketing and turning to account of the aforesaid motion pictures of the aforesaid parties hereto because of the percentages of the gross receipts enjoyed by the UNITED ARTISTS CORPORATION being insufficient to pay for the expenditures of the business of distributing, marketing and turning to account such pictures; and

WHEREAS, the parties hereto desire to modify their respective contracts in order to permit of the CORPORATION recouping this deficit,

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for the further consideration of the sum of One Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

FIRST:

The said MR. CHAPLIN, the said MR. FAIRBANKS, the said DAVID W. GRIFFITH and D. W. GRIFFITH, INC., and the said MISS PICKFORD do hereby agree, on behalf of each other individually, that his, her or its respective contract with the UNITED ARTISTS CORPORATION, hereinbefore referred to, shall be and hereby is modified in the following manner: That in lieu of the percentages of division of the moneys derived for the license to use each of their respective photoplays for exhibition purposes, set forth in Paragraph "FOURTH" of their respective contracts, the following shall prevail, to wit, in the United States Seventy-seven and one-

half (77½%) per cent to the owner of the photoplay, and Twenty-two and one-half (22½%) per cent to the CORPORATION; in the Dominion of Canada, Newfoundland and Alaska, Seventy (70%) per cent to the owner of the photoplay, and Thirty (30%) per cent to the CORPORATION, the aforesaid modification to prevail from the 5th day of February, A.D. 1919, for and during the life of the respective contracts of the parties hereto with the UNITED ARTISTS CORPORATION, the aforesaid addition of two and one-half (2½%) per cent to be recouped by the CORPORATION in the following manner, that is: Mr. Fairbanks agrees that the sum of $107,368.11 shall be deducted from various payments to be due and made him during the next ensuing three years at the rate of $ 688.25-------- per week; Mr. Griffith and D. W. Griffith, Inc. agree that the sum of $107,220.82 shall be deducted from various payments to be due and made them during the next ensuing three years at the rate of $ 687.30-------- per week; and Miss Pickford agrees that the sum of $91,330.97 shall be deducted from various payments to be due and made her during the next ensuing three years at the rate of $ 585.70------ per week. Mr. Chaplin has already been paying on his aforesaid picture, to wit, "A WOMAN OF PARIS" the aforesaid percentages.

The parties hereto reserve the right to anticipate any and all of the aforesaid payments if he, she or it may so determine.

SECOND:

The parties hereto do hereby confirm the modification heretofore made, relative to the division of earnings of the photoplays of each of the owners of such photoplays on all con-

tracts entered into for the exhibition of the aforesaid photoplays after January 1st, 1925.

THIRD:

That in all other respects except as herein modified, the respective agreements between each of the parties aforesaid and the UNITED ARTISTS CORPORATION, hereinbefore described, shall remain in the same full force and effect as if this supplemental agreement had not been entered into, executed and delivered.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Mary Pickford Fairbanks (L.S.)

Douglas Fairbanks (L.S.)

D. W. Griffith (L.S.)

Charles Chaplin (L.S.)

D. W. GRIFFITH, INC.

By D. W. Griffith
President

UNITED ARTISTS CORPORATION

By William C. Abrams
President

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On this 10 day of April, 1924, before me personally appeared DAVID W. GRIFFITH, to me known, who being by me duly sworn, did depose and say; that he resides in the City, County and State of New York; that he is the President of D. W. GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Robert C. Rodd

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 304
New York County Register's No. 4
Commission expires March 30, 1925

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On this 9 day of April, 1924, before me personally came MARY PICKFORD FAIRBANKS, professionally known as MARY PICKFORD, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Lillian E. McMahon

NOTARY PUBLIC
Queens Co. Clerk's No. 3870
Queens Co. Register's No. 3870
N. Y. Co. Clerk's No. 249
N. Y. Register's No. 5166
Commission expires March 30, 1925

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On this 9 day of April, 1924, before me personally appeared HIRAM ABRAMS, to me known, who, being by me duly sworn, deposes and says: that he resides in the City, County and State of New York; that he is the President of UNITED ARTISTS CORPORATION, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Lillian E. McMahon

NOTARY PUBLIC
Queens Co. Clerk's No. 3870
Queens Co. Register's No. 3870
N. Y. Co. Clerk's No. 249
N. Y. Register's No. 5166
Commission expires March 30, 1925

STATE OF ~~NEW YORK~~ California)
COUNTY OF ~~NEW YORK~~ Los Angeles) SS:

On this 30th day of April, 1924, before me personally came CHARLES CHAPLIN, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Loyd Wright

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On this 9 day of April, 1924, before me personally came DOUGLAS FAIRBANKS, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

William E. McMahon

NOTARY PUBLIC
Queens Co. Clerk's No. 3870
Queens Co. Register's No. 3870
N. Y. Co. Clerk's No. 249
N. Y. Register's No. 5166
Commission expires March 30 1925

STATE OF NEW YORK)
: SS:
COUNTY OF NEW YORK)

On this 10 day of April, 1924, before me personally came DAVID W. GRIFFITH, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Robert Richter

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 383
New York County Register's No. 6310
Commission expires March 30, 1926

April 2nd 1934.

Mr. G. J. Said,
5 East 44th Street,
New York City.

In re: Western Service Corps, Inc.
vs. D.W.Griffith Incorporated

Dear Mr. Said:

I am enclosing herewith Summons in the above entitled action which was served on Mr. Sanshaf, as Secretary of the corporation, yesterday.

At his request I am forwarding the same to you because I believe there was an understanding that the insurance company was to appear and defend this action. Will you kindly take the matter up with them and in any event let us know what the outcome is before our time to answer expires on Monday, April 7th 1934.

Sincerely yours,

MCI:MD
Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

April 8,1924.

Mr. A.H.T.Banshaf,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf:

I am enclosing herewith a check of Mr. L.Ward Prince, which I have held in abeyance, pending Mr. Griffith's signature on the option. This check is to apply on account of this option.

After you have had the option properly executed, will you return this check to me, for deposit.

Yours very truly,

Chas. T. J. Tobin

Assistant Treasurer.

CTG:K
Encl.-1

Check + copy of orig copy of option to Mr. Spring 4/15/24

"TWINKLETOES"

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D.W.GRIFFITH

to

D.W.GRIFFITH INCORPORATED.

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A S S I G N M E N T

- - - - - - - - - - - - - - - - - - -

DATED:

KNOW ALL MEN BY THESE PRESENTS: That D.W.GRIFFITH, INCORPORATED, a Maryland Corporation, having an office at #1476 Broadway, City, County and State of New York, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by J.C.EPPING, as Trustee for Mrs. Florence Epping, of the City and State of New York, at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto J.C.EPPING, as Trustee for Mrs. Florence Epping, his successor, successors and assigns, all its right, title and interest in and to the motion picture rights for the whole World in and to the respective dramas or novels entitled "THE WHITE SLAVE" written by Bartley Campbell, and "TWINKLE-TOES", written by Thomas Burke, hereby granting to the said J.C.EPPING as Trustee for Mrs. Florence Epping, the sole and exclusive rights, license, liberty and privilege to produce motion picture photoplays based upon said dramatic productions or novels entitled "THE WHITE SLAVE" and "TWINKLETOES", and to use the title thereof and produce said motion picture photo-plays and copyright the same in his own name or otherwise, together with the right and privilege, to exhibit, sell, license, lease and rent the same.

D.W.GRIFFITH, INCORPORATED warrants that it is the sole, exclusive and unqualified owner of the World's motion picture rights in and to the aforesaid dramatic productions or novels entitled "THE WHITE SLAVE" and "TWINKLETOES" and that it has full right and authority to grant to the said J.C.EPPING, as trustee for Mrs. Florence Epping, the sole and exclusive right, license, liberty and privilege to make or cause to be made motion picture photoplays of said dramatic productions or novels or any adaptation thereof in and for

motion picture purposes and to produce the same throughout the World and the said D.W.GRIFFITH, INCORPORATED represents that it has in no way conveyed, granted, hypothecated, assigned or in any way impaired such motion picture rights in and to said dramatic productions or novels and hereby agrees to defend any action or actions brought against the said J.C. EPPING, as Trustee for Mrs. Florence Epping, his successors or assigns, at its own expense and hold the said J.C.EPPING, as Trustee for Mrs. Florence Epping, his successors and assigns, from all loss arising out of or sustained by reason of any claim or claims, suit or suits brought against the said J.C.EPPING, as Trustee for Mrs. Florence Epping, his successors and assigns, by any person whatsoever contesting or disputing the title to the motion picture rights referred to herein; and said D.W.GRIFFITH, INCORPORATED, hereby agrees to execute and deliver any and/or all further instruments necessary to convey proper and full title to the aforesaid property hereby assigned.

IN WITNESS WHEREOF, said D.W.GRIFFITH, INCORPORATED, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed by order of its Board of Directors, this 7 day of April 1924.

D.W.GRIFFITH, INCORPORATED.

By D.W. Griffith
President

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On this 7 day of April, 1924, before me personally appeared D.W. Griffith, to me known, who, being by me duly sworn, did depose and say, that he resided in the ~~City~~ Village of Mamaroneck and County of Westchester; that he is the President of D.W. GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said Corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Robert Chalmers

NOTARY PUBLIC, Kings County
Certificate filed in New York County
New York County Clerk's No. [illegible]
New York County Register's No. [illegible]
Commission expires March 30, 1926

"THE WHITE SLAVE"
and
"TWINKLETOES"

- - - - - - - - - - - - - - - - - -

D.W.GRIFFITH INCORPORATED

to

J. C. EPPING

- - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - -

DATED: April 1924.

KNOW ALL MEN BY THESE PRESENTS: That I, D.W.GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, for and in consideration of the sum of Ten ($10.00) Dollars to me in hand paid at or before the ensealing and delivery of these presents by D.W.GRIFFITH, INCORPORATED, of #1476 Broadway, City, County and State of New York, receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, assign, transfer and set over to the said D.W.GRIFFITH, INCORPORATED, its successors and assigns, all right, title and interest in and to the World's motion picture rights in and to said drama or novel entitled "TWINKLETOES", written by Thomas Burke, and I do hereby give and grant to the purchaser and its successors and assigns the sole and exclusive rights, license, liberty and privilege to produce motion picture photoplay based upon said dramatic production or novel entitled "TWINKLETOES" and to use the title thereof and produce said motion picture photoplay and copyright the same in its own name or otherwise, together with the right and privilege of advertising, exhibiting, selling, leasing, licensing and renting the same or making any eliminations, additions or changes in said dramatic production or novel as the purchaser may see fit for motion picture purposes throughout the world during the life of said copyright or any renewal thereof.

THE said D.W.GRIFFITH warrants that he is the sole, exclusive and unqualified owner of the world's dramatic rights and motion picture rights in and to said drama and has full right and authority to grant to the purchaser the sole and exclusive right, license, liberty and privilege to make or cause to be made motion picture photoplays of said dramatic production or novel or of any adaptation thereof in and for motion picture purposes and to produce the same throughout

the World and said D.W.Griffith represents that he has in no way conveyed, granted, hypothecated, assigned or in any way impaired such motion picture rights in and to said dramatic production or novel and hereby agrees to defend any action or actions brought against the purchaser at his own expense and hold the purchaser harmless from all loss arising out of or sustained by reason of any claim or claims or suit or suits brought against the purchaser by any person whatsoever contesting or disputing a title of either the purchaser or the said D.W.Griffith to the motion picture rights referred to herein.

And it is further agreed by the said D.W.GRIFFITH, that the covenants herein contained are binding upon his executors, administrators and assigns.

IN WITNESS WHEREOF, I have hereunto set my hands and seal this 2 day of April, 1924.

IN THE PRESENCE OF: D.W. Griffith (L.S.)

City, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this 2 day of April 1924, before me personally came D.W.GRIFFITH, to me known and known to me to be the person described in and who executed the foregoing instrument and he hereby acknowledged to me that he executed the same.

Robert C. Reuter

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

"HEARTS OF THE WORLD"
and
"BROKEN BLOSSOMS"

- - - - - - - - - - - - - - - - - -

D.W.GRIFFITH INCORPORATED

to

J.C.EPPING.

- - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - -

DATED: April 1924.

KNOW ALL MEN BY THESE PRESENTS: That D.W.GRIFFITH, INCORPORATED, a Maryland Corporation having an office at #1476 Broadway, City, County and State of New York, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by J.C.EPPING, as Trustee for Mrs. Florence Epping of the City and State of New York, at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over unto the said J.C.EPPING, as Trustee for Mrs. Florence Epping, his successor, successors and assigns all its right, title and interest in and to the completed motion pictures entitled "HEARTS OF THE WORLD" and "BROKEN BLOSSOMS", and the negative and positive prints thereof, as well as all its right, title and interest in the U.S.Copyrights obtained, as follows:

"HEARTS OF THE WORLD"-entered by D.W.GRIFFITH,
4500 Sunset Boulevard,Los Angeles,Calif.
Date of Publication: March 12th 1918.
Received: June 7th 1918.
Description received: March 25th 1918.
Entry: Class L, XXc.,No.12521.

* * * * * * *

"BROKEN BLOSSOMS" entered by D.W.GRIFFITH,
4500 Sunset Boulevard, Los Angeles, Calif.
Date of Publication: March 31st 1918
Received: May 26th 1919.
Description received: May 26th 1919.
Entry: Class L, XXc, No. 13755.

together with all renewals and extensions of said copyrights which may be secured under laws now or hereafter in force or in effect here in the United States or in any other Country or Countries in the whole World; and said D.W.Griffith, Incorporated, does further sell, assign, transfer and set over unto the said J.C.EPPING, as Trustee for Mrs. Florence Epping, his successors and assigns all sums of money now due or to become due on account of any contracts, agreements or leases now or hereafter made for the leasing, sale, distribution and/or exhibition of any and all of said photoplays now had

or hereafter to be had, hereby granting to the said J.C. EPPING, as Trustee for Mrs. Florence Epping, his successors and assigns, full power and authority for his or their own use and benefit and in the name of the said D.W.GRIFFITH, INCORPORATED or in his or their own name, to ask, demand, receive, compound, give acquittance for any such contracts, royalties, or moneys due or to become due, received or to be received, or any part thereof and in their respective names or otherwise to prosecute, settle, adjust and/or withdraw any suit or proceeding at law or in equity therefor; and said D.W.GRIFFITH, INCORPORATED, hereby agrees to execute and deliver any and/or all further instruments necessary to convey proper and full title to the aforesaid property hereby assigned.

IN WITNESS WHEREOF, said D.W.GRIFFITH, INCORPORATED, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed by order of its Board of Directors, this day of April, 1924.

D.W.GRIFFITH INCORPORATED.

By D.W.Griffith

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this day of April, 1924, before me personally appeared , to me known, who, being by me duly sworn, did depose and say, that he resided in the City and County of ; that he is the of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said Corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

$50,000.00/100 APRIL 3rd 1924 No. 126

On demand after date we promise to pay to

the order of J.G.SPRING, as Trustee for Mrs. Florence Spring

FIFTY THOUSAND ($50,000.) - - - - - - - - - - - - - - - - Dollars

at #1476 Broadway, New York City, N.Y.

Value received D.W.GRIFFITH, INCORPORATED.

No. Due By:

At a Special Meeting of the Executive Committee of D. W. GRIFFITH, INCORPORATED, held at the office of the Corporation, #1476 Broadway, City, County and State of New York, on the 3rd day of April 1924, at 11 o'clock A.M.

PRESENT: Messrs. D. W. Griffith
Albert H. P. Banzhaf
-and-
J. G. Epping

constituting the entire membership of the Committee.

The President called the meeting to order.

Upon motion duly made, seconded and carried, the reading of the minutes of the last meeting of the Executive Committee was duly waived.

Mr. Banzhaf then stated that this meeting had been called for the purpose of modifying the original agreement entered into by and between the United Artists Corporation and Charles Chaplin, Douglas Fairbanks, D. W. Griffith, D. W. Griffith, Incorporated, and Mary Pickford Fairbanks and dated the 5th day of February 1919, and for such other purposes as may properly come before this meeting.

Upon motion duly made, seconded and carried, the following preambles and resolution were unanimously adopted:-

WHEREAS, the parties to the agreements heretofore entered into by and between the United Artists Corporation and Charles Chaplin, Douglas Fairbanks, D. W. Griffith, D. W. Griffith, Incorporated, and Mary Pickford Fairbanks, dated the 5th day of February, 1919, have agreed to modify the said agreement by increasing the percentage of gross receipts to be enjoyed by the United Artists Corporation from 20% to 22½% in the United States of America, and from 30% to 40% in certain parts of the foreign territory in which the motion pictures of the parties are distributed through corporations organized and controlled by the United Artists Corporation, to wit: in the Continent of Europe, the Orient and South America the aforesaid modification to take effect from January 1st, 1923, and to be retroactive to February 5, 1919, as applied to United States percentages; and

WHEREAS, by reason of such mofification the sum of $107,220.82 is now due the United Artists Corporation from D. W. Griffith and D. W. Griffith, Incorporated, which amount is to be deducted from various payments due or to grow due during the next ensuing

three years at the rate of $ per week; and

WHEREAS, it is deemed expedient and for the best interests of this Corporation to modify its contract with the United Artists Corporation, dated February 5th, 1919, in the manner has hereinbefore stated;

NOW, THEREFORE, BE IT RESOLVED, that the proper officers of this Corporation be and they hereby are authorized to enter into an agreement with the said United Artists Corporation modifying said agreement dated February 5th 1919 by increasing the percentage of gross receipts hereafter to be enjoyed by the United Artists Corporation from 20% to 25% in the United States of America and from 30% to 40% in certain parts of the foreign territory in which the motion pictures produced by this Corporation are distributed through corporation organized or controlled by the United Artists Corporation, to wit: in Continental Europe, the Orient, and South America such modification to take effect from January 1st 1923 and to be retroactive to February 5th 1919, as applied to the United States percentages. Said agreement further to contain the provision that the sum of $107,220.82 due the said United Artists Corporation, by reason of the increase in percentages before mentioned, shall be deducted from various payments to be due and made to this Corporation during the next ensuing three years at the rate of $ per week.

Mr. Epping then stated that as Trustee for Mrs. Florence Epping he had from time to time in the past loaned to the Corporation a total sum of $50,000., which sum has been reduced by payments so that there is now due Mr. Epping, as such Trustee, the sum of $33,000. He further stated that he was unwilling to extend the time of repayment of the balance of such loan without adequate security, but that if such security were furnished him he would be willing to advance as such Trustee to the Corporation the sum of $17,000.

Mr. Epping then left the room, and his proposal to extend the time of repayment of the balance of the loan made by him as Trustee for Mrs. Florence Epping to the Corporation and to loan to the Corporation the further sum of $17,000. was considered by the remaining members of the Committee.

After due and deliverate consideration, the following preambles and resolution were, upon motion duly made, seconded and carried, adopted:

WHEREAS, Mr. J. C. Epping, as Trustee for Mrs. Florence Epping, has heretofore and advanced to this Corporation the sum of $50,000.; and

WHEREAS, this Corporation has repaid to Mr. Epping, as such Trustee, the sum of $17,000., and there is now due him the sum of $33,000.; and

WHEREAS, Mr. Epping has stated his willingness to extend the time of repayment of the balance now due on account of such loan, and further to loan to the Corporation the sum of $17,000., upon delivery to him of adequate security; and

WHEREAS, it is necessary for the Corporation to borrow said sum of $17,000. for the purpose of properly exploiting and distributing the picture "AMERICA" and deliver to him as Trustee for Mrs. Florence Epping, the motion picture rights to the drama or play entitled "THE WHITE SLAVE" written by Bartley Campbell; the motion picture rights to the story or play entitled "TWINKLETOES" written by Thomas Burke; the completed motion picture photoplay entitled "BROKEN BLOSSOMS" and all its right, title and interest in and to the completed motion picture photoplay entitled "HEARTS OF THE WORLD";

NOW, THEREFORE, BE IT RESOLVED, that the proper officers be and they hereby are authorized and empowered to borrow from Mr. J. C. Epping, as Trustee for Mrs. Florence Epping, the sum of $17,000., and deliver to him as collateral security for the repayment of said loan of $17,000., as well as the sum of $33,000. now due and owing to him, proper assignment of the motion picture rights to the drama or play entitled "THE WHITE SLAVE" written by Bartley Campbell; the motion picture rights to the story or play entitled "TWINKLE-TOES, written by Thomas Burke; the completed motion picture photoplay entitled "BROKEN BLOSSOMS" and all its right, title and interest in and to the completed motion picture photoplay entitled "HEARTS OF THE WORLD" and to execute such further and other instruments which may be necessary to properly convey to Mr. Epping, as such Trustee, the copyrights in and to the aforesaid stories and photoplays.

There being no further business before the meeting, the same was duly adjourned.

. . . . . .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

14 Prince

April 3rd 1934.

Mr. L. Ward Prince,
c/o Prince & Ripley,
White Plains, New York/

Dear Mr. Prince:

I am enclosing re-written Option Agreement incorporating the changes about which I spoke to you over the telephone today. Will you kindly execute an original and copy of this agreement and return to me, after which I will have the same signed by the Griffith Corporation and returned copy to you so that this matter may be completed.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 3rd, 1924.

Mr. C.E. Vion,
Manager-D.W. Griffith's "AMERICA" Co.,
Majestic Theatre,
Boston, Massachusetts.

Dear Sir:-

Your box office statement for Tuesday night April 1st 1924, shows a total of $601.50. This total is filled in, in pencil while the rest of the extentions are in carbon, the addition of which totals $590.50, making a difference of $11.

The items appearing on your statement are as follows:-

24	at	$1.00	on Main Floor	$24.00
174	at	1.50	on Main Floor	261.00
46	at	1.50	in first balcony	69.00
155	at	1.00	in first balcony	155.00
163	at	.50	in second balcony	81.50

Will you kindly advise whether the correct amount is $601.50 and if so where the error appears in these extentions.

Very truly yours,

D.W. GRIFFITH, INC.

PER_____

RBA:REB

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK April 4, 1934.

Mr. H. Clay Littick,
Denshaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Dear Mr. Littick : In Re: Doctors Service Corps, Inc.
vs R.W. Griffith Incorporated

We acknowledge with thanks receipt of your letter of the 2nd, with reference to the above matter.

We have turned this over to the Insurance Company for their consideration.

Very truly yours,

GASCOIGNE, REID & COMPANY, INC.

CJR:M BY. V.P.

Cable: "ALFEX NEW YORK"
Telephone: Bryant [illegible]

All Standard Codes Used
Usemos codes los claves

ALLIED FILM EXPORTERS

Suite 1501, Loew Bldg.
New York City, U. S. A.

102

April 4,1924.

Albert H.T.Banshaff,Esq.,
130 W.42nd Street,
New York City.

Dear Mr. Banshaff:-

As per telephone conversation with you,we shall ask you to please qute us your price for "Orphans of the Storm" for Central America,as we have an inquiry from one of our customers for same.

If the Cuban Territory is still open,we shall also thank you to qute us the price for that territory. In fact,we are interested in any of your pictures for the Cuban territory,so if you have any others available for Cuba,please let us know your prices for each feature separately.

Sincerily yours,

ALLIED FILM EXPORTERS

Max Lado

124

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS R. GERUNG
LEROY BENT
SIDNEY BARR, JR.
MAURICE J. COLLINS
JOS. A. MCCANLESS
ANDS L. REYNARD
LINCOLN E. RAMSDELL
DREW MULLER

Prince & Ripley
Westchester County Realtors
440 MADISON AVENUE
NEW YORK
TELEPHONE: MURRAY HILL 0000-0000

BRANCH OFFICES:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
RIVERS FERRY, N. Y.
SCARSDALE, N. Y.
SECRET FARM

PLEASE REPLY TO

April 4, 1924.

Mr. Albert T. Banshaf,
130 West 42nd St.,
New York City.

My dear Mr. Banshaf:

I am going away for a few days and as I have not yet received the corrected option, I am going to ask you to hold, or return to me the check for $2,000 which I gave to the D. W. Griffith Company.

Yours very truly,

L. W. Prince

LWP:BM

W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

April 4, 1924

Mr. Albert Gray,
c/o D. W. Griffith
1476 Broadway
New York, N. Y.

In re. HIS DARKER SELF

Dear Sir:

Mr. John Flinn has asked this office to write you concerning the motion picture entitled "HIS DARKER SELF."

Up to date there has been hardly any actual cash collections to speak of. The picture was released on March 16th and consequently not sufficient time has elapsed for any first regular collections. The picture has been selling for about three weeks and up to the week ending March 22nd there have been received total sales of $19,535, consisting of 177 contracts with an average value of $110. During the week of March 22nd there were $4700 in sales consisting of 78 contracts at an average value of $60.

This we think is a very good showing for this subject and gives you an idea as to how the picture is going.

Yours very truly,

W. W. HODKINSON CORPORATION

Hayden O. Duke

Assistant to the Treasurer

HOD/B

D.W.GRIFFITH INC.

to

HERBERT M.WILLIAMS
and
HOWELL C. FERRIN

O P T I O N

DATED:

Delivered Signed
to Pl. to Pl.

We, D.W.GRIFFITH INCORPORATED, a Maryland Corporation having an office at #1476 Broadway, in the Borough of Manhattan, City, County and State of New York, party of the first part, in consideration of the sum of Ten (10) Dollars, the receipt of which is hereby acknowledged, have granted to HERBERT M. WILLIAMS, of the Village and Town of Mamaroneck, Westchester County, New York and HOWELL C. PERRIN, of the Town of Mamaroneck, said County and State, parties of the second part, the exclusive option to purchase ALL that certain piece, parcel or tract of land, situate in the Village and Town of Mamaroneck, County of Westchester and State of New York, shown on a map made by STEPHEN S. PALMENTER in the year 1852 of lands in the Town of Mamaroneck belonging to THOMAS I. DELANCEY, which said parcel of land is bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Union Avenue Esplanade, at a stone wall standing between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., running thence along said Avenue north thirty-eight degrees forty-two minutes west, one hundred and thirteen 63/100; feet; thence still along said Avenue north thirty-two degrees one minute west, three hundred and thirty-five 32/100 feet; thence still along said Avenue north thirty degrees eighteen minutes west two hundred and thirteen 59/100 feet; thence still along said Avenue north twenty-six degrees forty-six minutes west eighty-four 23/100 feet to a stone wall, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of Rushmore and Hatch; thence along said wall and said boundary line south sixty-one degrees four minutes west six hundred and twenty-eight 38/100 feet; thence still along said wall and boundary line south six degrees, fifty-nine

minutes, thirty seconds west to the centre of the creek or inlet from Long Island Sound; thence along the shore of said inlet or creek as the same winds and turns westerly, southerly and easterly to the point of an indentation; thence westerly against southerly and thence easterly to a point on said shore at the said stone wall first mentioned, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., thence along said stone wall north forty-eight degrees fifty-four minutes east eight hundred and six feet to the point or place of beginning containing by estimation about 32 acres more or less being the same premises conveyed to D.W.G. Corporation, by John W.R.Crawford and Mabel N. Crawford, his wife, by deed, dated January 2, 1920, and recorded in the office of the Register of Westchester County in Liber 2230 of Deeds at page 492 and subsequently conveyed to the party of the first part by said D.W.G. Corporation by deed dated July 1, 1920.

TOGETHER with all the right, title and interest of the party of the first part of, in and to that portion of land under water, lying in front of and adjoining the premises hereinbefore described, to the centre of the channel in front of said premises as the same were granted to Cecilia A. Howell by the People of the State of New York, by grant dated October 21, 1873; and also all the rights and privileges, if there be any, of the party of the first part under the Agreement of April 29th 1914, between Ella Cecilia Howell, as Executrix and Trustee, and the said John W.R.Crawford, recorded in the Office of the Register of said Westchester County in Liber 2,051 of Deeds, page 470, subject to all the terms, conditions and obligations imposed by the said Agreement, the party of the first part hereby making no allegation

that any such rights or privileges exist.

Subject, however, to covenants and restrictions contained in all prior deeds and conveyances.

Subject, however, to a permanent right-of-way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power plant and/or telegraph service to and from the studio and buildings of the party of the first part situated and erected upon the premises of the party of the first part, formerly known as the "Flagler property" and/or to and from premises adjacent to the above-described premises now or formerly owned by HUGO V. LOEWI, over, upon or under the premises hereinabove mentioned and covered by this option. Said wires are to be strung upon poles as now erected or placed in conduits and said poles or conduits may at the request of the then owners of the premises above-mentioned now owned by the party of the first part be removed (once only) by the parties of the second part, their heirs, executors, administrators, successors and assigns , to a reasonable location upon the above-described premises, but at the sole cost and expense of the parties of the second part, their heirs, administrators, successors and assigns.

The party of the first part does also hereby reserve unto itself, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of the Company or Corporation supplying the aforesaid service over,upon across or under the above-described premises for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines as above-mentioned.

The above-mentioned right-of-way or easement shall

run to the owner or owners of said adjoining or nearby "Flagler and Loewi premises" their heirs, executors, successors and assigns FOREVER and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable premises", their heirs, successors and assigns FOREVER, reserving unto the parties of the second part, their heirs, administrators, successors and assigns, a right to the use of said poles, conduits or other lines for service as aforesaid to the aforesaid premises herein-above mentioned.

The terms of this option are as follows, viz: That if the parties of the second part on or before the first day of June, 1924, notify the party of the first part or its attorney , ALBERT H.T. BANZHAF, at his office #130 West 42nd Street, City, County and State of New York of their intention to purchase the above described property under this option or agreement then the parties hereto shall execute a contract or agreement for the sale and purchase of the above described premises on the following terms and conditions; (deed to be delivered only after the party of the first part shall have obtained the affirmative vote or written consent of the holders of a majority of the Class "A" stock of the said party of the first part at the time outstanding):

The purchase price to be Three thousand ($3,000.) Dollars per acre, by survey (approximately Ninety six thousand Dollars) to be paid as follows:

Ten thousand ($10,000.) Dollars in cash upon the execution of the contract; Twenty per centum (20%) of the purchase price less the said Ten thousand Dollars (approximately Nine thousand two hundred Dollars) in cash upon the delivery of the deed as hereinafter provided; and the balance, viz; Eighty (80) per centum of the purchase price (approximately Seventy-six thousand two hundred Dollars) by the execution and delivery to the party of the first part

of a bond or obligation executed by any person selected by the parties of the second part, together with a purchase money mortgage for the said eighty (80) per centum of the purchase price, secured by the hereinbefore described premises, payable on or before ten (10) years after the date thereof, with interest at the rate of six (6) per centume per annum payable semi-annually, the principal sum to be reduced or amortized by payments of five (5) per centum per annum for four (4) years beginning one (1) year after the date thereof: the said bond and mortgage to be in the form usually used by the Westchester Title and Trust Company of White Plains, New York: to be drawn by the attorney for the party of the first part at the expense of the parties of the second part, the mortgage tax and the recording fees to be paid by the parties of the second part.

The deed to be delivered shall be a full covenant and warranty deed conveying to the parties of the second part, their heirs, or assigns a good and marketable title to the hereinbefore described premises.

The said deed shall be drawn and executed by and at the expense of the party of the first part and shall be delivered subject to the consent of Class"A" stockholders as aforesaid upon receipt of the said payment and bond and mortgage at the office of Albert H.T.Banzhaf, Esq., No.130 West 42nd Street, Borough of Manhattan, New York City, on or before four (4) months after the exercising of this option by the parties of the second part.

And it is further understood and agreed that the parties of the second part and their engineers and architects may upon the delivery of this option enter upon the premises for the purpose of surveying, plotting and laying out the same, and may after the delivery of the said contract improve the

premises by the preparation or construction of a golf course or part of a golf course to cover these and other adjoining premises, the construction of a dam across Prickly Pear inlet dredging or filling in land below or above high water mark, the construction of a club house with appropriate out-buildings, bath houses, bathing beach, sea walls, landings, tennis courts, driveways, drains, sewers, water, gas, light and telephone mains and drive-ways or streets; but no improvements or construction work shall be done under the provisions of this paragraph until the party of the first part shall be satisfied that funds are available to pay for such improvements or construction work to the end that no mechanics liens shall be filed therefor. Provided, however, that the parties of the second part, their agents, servants and/or employees shall not commit any act or do anything or cause anything to be done that may be deemed by the party of the first part injurious to the above-described premises or which may damage or injure any adjoining premises.

It is further agreed that the party of the first part will, upon the delivery of said deed, pay the parties of the second part as licensed real estate brokers the usual five per cent brokerage commission.

It is further understood and agreed that the party of the first part will extend the term of this option for sixty (60) days upon the receipt before June 1st 1924 of the written request of the parties of the second part and upon payment of Two thousand ($ 2,000.) Dollars cash, which shall apply upon the payment to be made upon the delivery of the said contract.

But it is further understood and agreed between the parties hereto that if the parties of the second part do not exercise their rights under this option on or before the first

day of June, 1924, or within sixty (60) days thereafter in case of the extension of the term as hereinbefore provided, then this agreement or option shall be and become null and void and any payments paid on account of this option shall be forfeited and become the absolute property of the party of the first part.

It is further understood and agreed between the parties ~~of~~ that in the event that the holders of a majority of the Class "A" stock of the party of the first part as aforesaid shall not consent to the sale of the aforesaid property within ninety (90) days after exercise by the parties of the second part of their rights under this option the party of the first part agrees to return to the parties of the second part any and/or all sums of money heretofore deposited by the parties of the second part in consideration of this option and neither party shall be further liable to the other by reason thereof.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by its proper officers and its official seal to be placed hereon this 4th day of ~~March~~ April, 1924.

D.W.GRIFFITH INCORPORATED.

ATTEST:

Albert H. Gray
Vice President.

Albert W. Banzhaf
Secretary.

ACCEPTED:

_____

_____

April 4th 1924.

Mr. James Asheraft,
D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Asheraft:

Will you kindly keep Mr. Griffith posted on the meeting of the United Artists Corporation on April 10th at 8 o'clock at the Hotel Ambassador in Mr. Fairbanks suite, as this will be one of the most important meetings before leaving for abroad.

Also please advise Mr. Grey of this meeting.

Very truly yours,

AHTB:MD

125A

N O T I C E is hereby given that the annual meeting of the Board of Directors of UNITED ARTISTS CORPORATION will be held at the offices of the Company, 729 Seventh Avenue, Borough of Manhattan, City of New York, on the 7th day of April, 1924, at four o'clock P. M., for the purpose of electing officers of the corporation for the ensuing year, and for the transaction of such other business as may properly come before the said meeting.

Dated, New York, March 21st, 1924.

ALBERT H. T. BANZHAF
Secretary.

TO: MAURICE S. CLEARY,
HIRAM ABRAMS,
DENNIS F. O'BRIEN,
ALBERT H. T. BANZHAF,
NATHAN BURKAN.

THE UNITED STATES OF AMERICA

PASSPORT

AMERICAN CONSULATE,
APR 30 1924
CHERBOURG, FRANCE.

DEPARTMENT OF STATE

To all to whom these presents shall come, Greeting:

I, the undersigned, Secretary of State of the United States of America, hereby request all whom it may concern to permit

David Wark Griffith

a citizen of the United States, safely and freely to pass and in case of need to give him all lawful aid and protection.

This passport is valid for use only in the following countries and for objects specified, unless amended.

All Countries — NAME OF COUNTRY

Motion Picture business and travel — OBJECT OF VISIT

The bearer is accompanied by _____

Given under my hand and the seal of the Department of State at the City of Washington, the 5th day of April in the year 1924 and of the Independence of the United States the one hundred and forty-eighth.

Charles E. Hughes

This is to certify that the attached photograph bears the signature and is a likeness of the person to whom this passport is issued. In witness whereof the seal of the Department of State is impressed upon the photograph.

PHOTOGRAPH OF BEARER

PERSONAL DESCRIPTION

Age 44 years — Mouth Medium
Height 5 ft. 1 in. — Chin Medium
Forehead high — Hair Brown
Eyes gray — Complexion fair
Nose large — Face oval
Distinguishing marks —
Place of birth La Grange, Ky.
Date of birth Jan. 22, 1880.
Occupation Motion Picture Producer

David Wark Griffith
SIGNATURE OF BEARER

No. 388641

AMENDMENTS AND EXTENSIONS.

THIS PASSPORT IS VALID FOR A PERIOD OF TWELVE MONTHS AND EXPIRES APR 6 1925 IT IS SUBJECT TO ONE OR MORE EXTENSIONS PROVIDED THE FINAL DATE OF EXPIRATION IS NOT LATER THAN TWO YEARS AFTER THE DATE OF ITS ISSUANCE

Polizeiliche Meldung binnen 24 Stunden nach Ankunft am hiesigen

Bentheim

SEP 1924

Reisepasse

Nr. 1924 Geb. M 11.-

Gültig zur einmaligen Reise nach Deutschland über jede amtlich zugelassene deutsche Grenzstelle.

Gültig bis zum 2. März 1925.

Bemerkungen: Besuch.

Bem. 2. Juli 1924.

Eingereist
Bremerhaven
14 JUL 1924
Bremisches Amt

Hinweis auf Erteilung einer Bescheinigung über mitgeführte Zahlungsmittel ist erfolgt.
Hauptzollamt Bremerhaven

VISAS.

Visa for

Date

Place

Signature

Canceled

GOOD FOR ONE YEAR

VISAS.

VISAS.

Visto al R. Consolato Generale D'Italia

Vale per la destinazione del Regno

83140 APR 9 - 1924

Perc. No. 1 New York

Diritto Lire ore 51.80-$10.00

Art. 1. C. 57

Vale per un anno Il R. Console Generale

...OD FOR TWELVE MONTHS FR... ...E DATE HEREOF PROVIDED P... ...PORT IS SO LONG VALID.

IMMIGRATION OFFICER 9 -3 SEP 1924 POLICE STATIONERS

BRITISH PASSPORT CONTROL OFF...
NEW YORK

No. 64914 DATE APR 10 ...

TRAVELLING TO UNITED KINGDOM

REASONS FOR JOURNEY

ASSISTANT P. C. O.

POUNDS £2 CONSULAR SERVICE

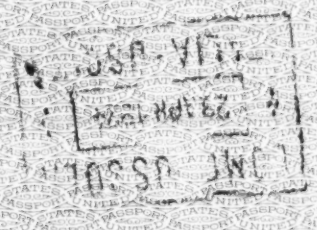
CONTROL OFFICE 18 APR 1924 NEW YORK

CONSULAR SERVICE

Visées

Visées

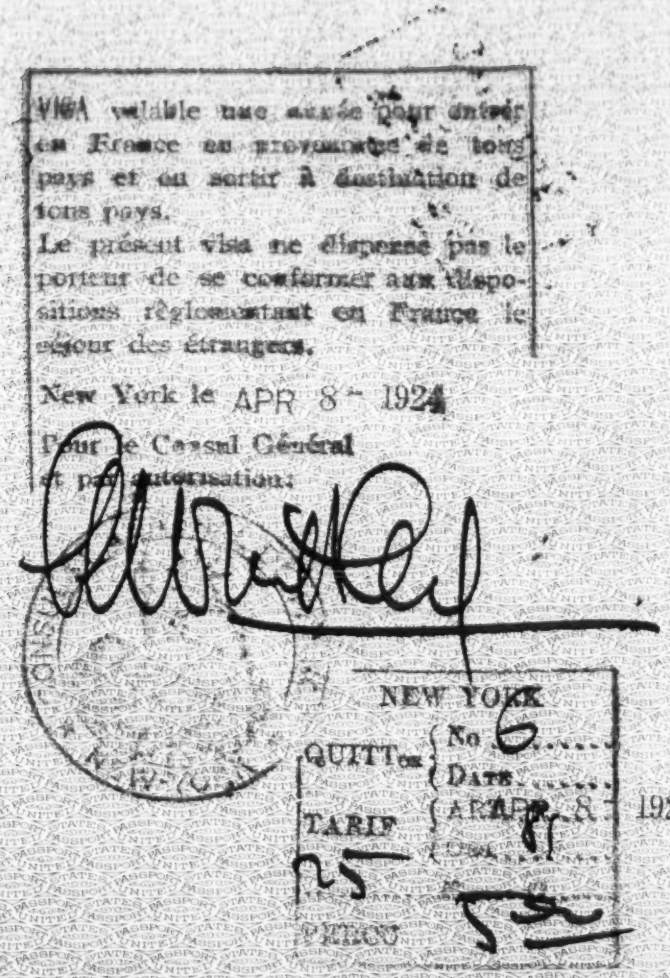
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY



VISA valable une année pour entrer en France en provenance de tous pays et en sortir à destination de tous pays.
Le présent visa ne dispense pas le porteur de se conformer aux dispositions réglementant en France le séjour des étrangers.

New York le APR 8 - 1924

Pour le Consul Général
et par autorisation:



D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

April 9th,1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negative
Way Down East		3641		
Birth Of " Nation		393		
Dream Street		122		
Picture U-7			409	
America		68534		
Wynn -Jones		2234		2383
	0	74924	409	2383

Positive Stock Used

Eastman	71795
Agfa	3538
	75333

Negative Stock Used

Regular	2383

Volume 61 No. 1

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TERMS: $4.00 a year, in advance; six months, $2.25, a single copy, 10 cents; postage to Canada, 50 cents a year; postage to other foreign countries, $1.00 a year, excepting countries where the United States Domestic rate applies. **BACK NUMBERS**, not over three months old, 75 cents each; over three months old, $1.00 each. **QUARTERLY ISSUES** will be sent free to subscribers who apply for them. **RECEIPT** of renewal payment is shown in about two weeks by date on address-label; date of expiration includes the month named on the label. **CAUTION:** If date is not properly extended after each payment, notify publishers promptly. Instructions for **RENEWAL, DISCONTINUANCE, or CHANGE of ADDRESS** should be sent two weeks before the date they are to go into effect. Both old and new addresses must always be given. **PRESENTATION COPIES:** Many persons subscribe for friends. Those who desire to renew such subscriptions must do so before expiration.

The Literary Digest is published weekly by the Funk & Wagnalls Company, 354-360 Fourth Avenue, New York, N. Y. London Office, 11 Salisbury Square. Printed in the United States of America.

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Entered as second-class matter at the Post-Office Department, Ottawa, Canada.

Spring Odors

At once in the breath

A May Breath tablet instantly overcomes offensive breath. No matter what the cause is. No matter where it lies—in the mouth or stomach.

Cigars or cigarettes may cause it, decaying food, unhealthy gums, certain foods or a stomach disorder. No beauty, no charm can offset it.

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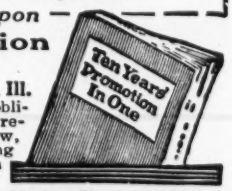

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- ☐ Modern Business Correspondence and Practice
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American School
Dept. L 452 Drexel Ave. and 58th St.,

REDCOATS AND REDSKINS IN THE VALLEY!

Settlers at Fort Sacrifice holding the granary of our Revolution against Butler's Tories and Mohawks. Sacrifice is the keynote of "America."

GALLOPING THROUGH THE REVOLUTION

A GALLANT WHITE-FACED CHESTNUT, named *Leaping Danger* (or *Laugh-a-Ballagh* in his native hunting county in Ireland) appears to be the star of David Wark Griffith's first instalment of "America." Next to him comes his imperturbable rider, Harry O'Neil, who for his "Ride of Paul Revere" is placed by enthusiastic movie critics ahead even of such horsemen as Tom Mix and William S. Hart. Longfellow's "hurry of hoofs in the village street, a shape in the moonlight, a bulk in the dark," is visualized under the alchemy of Mr. Griffith, in a superb Irish hunter, beautifully ridden, who has brought every first-night audience of the film up shouting with excitement.

More daring feats, says one critic, may have been seen upon the screen, but none in which the audience seemed so swept away, as horse and rider went tearing to Lexington and Concord to warn the patriots. Another critic in the New York *Times* adds that no one who views this marvelous section of the production will ever forget Paul Revere's ride, or how man and horse took stone walls and hedges, leaped clean of nasty ravines, and won in the end, by a real exhibition of nerve and skill. Practically every other critic comments on the peculiar thrill of this "perfect movie episode." The effect of this spectacular dash, suggests the New York *Herald* critic, lies in the combination of artistry with tremendous historical significance. He terms it "perhaps the most thrilling episode the silent drama has ever achieved." Motion-pictures have been featuring wild rides for years, but nothing, other critics agree, has ever had quite the same heart-shaking effect on an audience. It only goes to show, points out one, the grasp of psychology shown by the director in realizing that just as Longfellow said:

> Through all our history to the last,
> . . . . . .
> The people will waken and listen to hear
> The hurrying hoof-beats of that steed
> And the midnight message of Paul Revere.

So much for the big episode of what is regarded by many newspaper writers as Mr. Griffith's most ambitious attempt to recreate on a panoramic scale one of the great periods of American history. The obvious comparison, of course, is with this same director's "Birth of a Nation" of ten years ago. "America," say many of them, is a far greater picture (tho there is little improvement in the battle scenes) and, indeed, it has a better right to be called the "Birth of a Nation" than the other.

"A living, breathing document of the sacrifice and idealism of the men who freed America," is the New York *Evening Journal's* characterization of the result. In the same vein, the critic of the New York *Evening Telegram and Mail* says that "to the student of history 'America' will be an inspiration; to the school boy, it will be an education, and to the man ignorant of his country's early struggles, it will be a revelation." Mr. Griffith comes in for the usual bouquets, and one critic in the New York *World* even goes so far as to say that with this production he "passes definitely into the ranks of those whom we think of as being immortals."

The most comprehensive summary of the film as a whole, from this same laudatory angle, is given by Thomas B. Hanly in the New York *Morning Telegraph*. After adding to the nosegays with the statement that "America" is a "masterpiece of exquisite photography and flawless direction," he goes on to say:

"Upon a screen of well-nigh limitless dimensions the man has projected the immortal story of the sacrifices of the American Colonists to win freedom from the British Crown, and he or Robert W. Chambers, the author, has interwoven in it all the love romance of a Tory maid for a patriot soldier and officer as it was beset by the machinations of Walter Butler.

"Around this story he has thrown the great scenes which brought cheers from the audience. You see Patrick Henry defying King George at Williamsburg, and a meeting of the Sons of Liberty in Boston. George Washington, John Hancock, Samuel Adams, Jefferson, John Adams pass before you, and you shift to England, the palace of King George III, or Parliament with Pitt and Edmund Burke pleading for moderation in dealing with the Colonies.

"You have Paul Revere's ride and the wonderful fight at

Lexington and Concord. There is Bunker Hill and Valley Forge, the first Continental Congress and the Declaration of Independence, the march of the Washington Army south and the surrender of Cornwallis.

"Mr. Griffith introduces his audience to a company of very effective, most efficient players, even if he does not disclose any who seem likely to rank with the stars he has made in the past. Lionel Barrymore, as *Butler*, does some of the best work of his career, and Louis Wolheim, as *Captain Hare*, a villainous British aide of *Butler*, is devilish enough to suit anybody. Words of praise, as a matter of fact, must be said for the entire large cast."

Quite another point of view is represented by Robert E. Sherwood, writing in the New York *Herald*. After adding his meed of praise for Paul Revere's ride which received such applause as he has never heard in a movie theater before—and well-earned applause, too, he continues as follows:

"In this instance, the Griffith formula has been reversed. Revere's magnificent ride comes at the very start of the picture, instead of at the finish. Usually, Mr. Griffith saves his horses for the climax, as he did in 'The Birth of a Nation,' 'Intolerance' and 'Orphans of the Storm.' It is safe to assume that, if D. W. Griffith had staged the Revolution, he would have forced Paul Revere to wait a few years.

"It's too bad he didn't. For, after the battles of Lexington and Concord, 'America' resolves itself into a mammoth and thoroughly lamentable anti-climax. There are subsequent moments of greatness—notably in the scenes at Valley Forge—but the general trend of Mr. Griffith's spectacle is down-hill. The later reels are incoherent and wearisome and the finish extremely flat.

"During the course of 'America,' Mr. Griffith turns more and more from history to fiction. At the start he introduces a number of characters who are obviously destined to carry the story with its incidental love interest. For a while these romantic people do not intrude too heavily upon the vastly more important drama in which they are called upon to play a part. But their prominence increases steadily, and in the latter half of the picture George Washington has faded into the background.

"The picture is evidently the first of a series which will ultimately carry Mr. Griffith through the entire course of American history. We hope that next time he selects a war in which the punch is delivered at the finish."

"LEAPING DANGER"

In the "heart-shaking" ride of Paul Revere.

Few critics are as harsh as this, but both the New York *Times* and *The Tribune* seem to feel that in the later reels of this production the villainy of Walter Butler is shown in far too much detail, as is also the fighting in the Mohawk Valley. Both make considerable distinction between Part I of America and Part II. Part I they characterize as superb, and admit that Mr. Griffith's method of obtaining suspense by cutting from one scene to another, then to a third scene, and eventually back to the first episode, is justified with the audience. But in Part II, as *The Tribune* puts it, Mr. Griffith's enemy begins to whisper at his elbow suggesting: "Suspense—hold your spectators in suspense. Make that scene longer—keep going back to it—make your characters suffer a lot, and your spectators will suffer with them." Only, says the critic, "they didn't." The Boston *Globe* also regretfully wishes that Mr. Griffith had made the second part "as really great in the annals of motion-pictures as the story of the fight against the British in Massachusetts."

In addition to the Paul Revere incident certain features in the pictures seem to stand out in the minds of most critics. The superb photography and the skilled handling of landscape and crowds, result in a series of views some of which have the charm of an etching, some the sweep and lift of a battle-picture by Detaille or Meissonier, and some the reminiscent charm of the historical paintings and engravings of our childhood. The Battle of Bunker Hill and the stirring scenes and gorgeous panoramic views of Lexington and Concord come in for due praise. Especially is the almost technically perfect handling of soldiers on both sides commented upon. It is one of the few productions in movie history, we are told, in which soldiers really look like soldiers, act like soldiers, and march with the practised swing to which the war has accustomed most of us. The reason for this, they say, is doubtless largely due to the fact that Mr. Griffith was loaned a whole regiment of United States Regulars, but even so the very utmost is made of them throughout.

Subsequent comment on the production has been much enlivened by a controversy in the New York *Herald* between Mr. Sherwood, already quoted, and Robert W. Chambers, who is responsible for the plot of the film. Mr. Sherwood questioned the importance to the Revolution of the warfare in northern New York with which Part II, is so largely occupied. In a spirited reply Mr. Chambers points out that the northern fighting prevented the Colonies from being cut in two, and adds:

"Mr. Griffith and I did not set out to make a picture of America in fourteen reels. A thousand reels could not cover the subject. Nor did we attempt in fourteen reels to make a picture of the American Revolution. What we did attempt to do is this—we tried to picture some of the sacrifices made by our forefathers in a fight for a square deal."

In remaining faithful to his fictional characters and letting them have leeway, notes the New York *Journal*, Mr. Griffith has made no mention of Benjamin Franklin, Major André, Benedict Arnold, Nathan Hale, Israel Putnam, and other Revolutionary characters of the highest importance. Other critics comment on the omission not only of Lafayette but also of such non-Anglo-Saxon characters as Sullivan, De Kalb, Von Steuben, Kosciusko, Haym Solomon, Herkimer, Pulasky, Marion, Schuyler, Franks, Crispus Attucks, and Montgomery. Here, they say, were Revolutionary characters of French, Irish, Scotch, German, Polish, Jewish, Dutch, Welsh and Negro blood. A wonderful opportunity to show the dissimilar races and types that thus united to form our Continental Army, and won the Revolution, was lost. The obvious answer, of course, has already been made—that Mr. Griffith and Mr. Chambers were not filming a historical essay, but a spectacle which had first of all to pay back the $950,000 alleged to have been spent upon it, and that they had put in all the history they dared.

Perhaps Mr. Griffith knows his public better than the critics, thinks the *Journal* writer. If he had put in too much history and taken away the story, he might not have had as successful a picture. The President of the Lexington Historical Society is apparently satisfied anyway, for she says:

"God speed you in this glorious work of telling the story of the sacrifices of your forefathers and in your patriotic mission of teaching a higher and a finer Americanism."

Sir :

Please take notice that the within is a true copy of a ..... duly made and entered in the within entitled ..... and filed in the office of the Clerk of ..... on the ..... day of 192

Dated, N. Y., ... 192

Yours, &c.,

MORRIS P. SCHAFFER

Attorney for .....

Office and Post Office Address

1463 Broadway

Borough of Manhattan New York City

To ..... Esq.,

Attorney for .....

Sir:

Please take notice that an order of which the within is a true copy will be presented for settlement and entry herein to Mr. Justice ..... at ..... of this Court at ..... in the City of New York, on the ..... day of ....., 192 at 10 o'clock, in the forenoon.

Dated, N. Y., ..., 192

Yours, &c.,

MORRIS P. SCHAFFER

Attorney for .....

Office and Post Office Address

1463 Broadway

Borough of Manhattan New York City

To ..... Esq.,

Attorney for .....

County Clerk's File No. ..... Year 19

MUNICIPAL COURT OF THE CITY OF NEW YORK : BOROUGH OF MANHATTAN : 46TH DISTRICT.

DOCTORS SERVICE CORPS, INC.,

Plaintiff,

against

D.W.GRIFFITH, INCORPORATED,

Defendant.

BILL OF PARTICULARS.

MORRIS P. SCHAFFER

Attorney for Plaintiff.

Office and Post Office Address

1463 Broadway

Borough of Manhattan New York City

To ..... Esq.,

Attorney for .....

Due and timely service of a copy of the within ..... is hereby admitted.

Dated, New York, ... 192

.....

Attorney for .....

STATE OF NEW YORK,
COUNTY OF
CITY OF NEW YORK, } ss:

.....being duly sworn, deposes and says that ....he is.....the.....in the within action; that he has.... read the foregoing.....and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this.....
day of.....192 .....

STATE OF NEW YORK,
COUNTY OF
CITY OF NEW YORK, } ss:

.....being duly sworn, deposes and says that he is the.....of..... the corporation named in the within entitled action; that he has read the foregoing .....and knows the contents thereof, and that the same is true to h own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by.....is because the said..... is a corporation and the grounds of deponent's belief as to all matters in the said..... not stated upon his own knowledge, are investigations which deponent has caused to be made concerning the subject matter of this.....and information acquired by deponent in the course of his duties as an officer of the said..... corporation and from the books and papers of said corporation.

Sworn to before me, this.....
day of.....192 .....

STATE OF NEW YORK,
COUNTY OF
CITY OF NEW YORK, } ss:

.....being duly sworn, deposes and says that he is over the age of.....years; that on the..... day of.....19 , at No..... in the.....of....., he served the following .....upon ..... in this action, by delivering to and leaving personally with said..... a true copy thereof.

Deponent further says, that he knew the person served as aforesaid, to be..... .....the person mentioned and described in said..... as the.....therein.

Sworn to before me, this.....
day of.....192 .....

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN : SIXTH DISTRICT

DOCTORS SERVICE CORPS, INC.,
Plaintiff,

against

D. W. GRIFFITH INCORPORATED,
Defendant.

Plaintiff, for its Bill of Particulars, herein alleges:

FIRST: That the professional services referred to in the complaint herein were rendered by plaintiff's assignor, Dr. Lemuel Caro, at the request of the defendant herein, by Charles Goodwin, Assistant Treasurer.

SECOND: That the agreed and reasonable value of said services and the items thereof are as follows:

1923	Services Rendered		Fee
Sept. 14	Entire day on location at Mamaroneck. About 12 cases treated		$50.00 day
15	Entire day on location at Mamaroneck. About 12 cases treated		50.00 "
25	Six cases on field. Names not recorded		100.00 "
	Axtel, George,	Sore on back-toothache	
	Marini, Charles,	Cuts	
	Wilson, George,	Cut on forehead	
	Reedy, Sam,	Rash	
	Bolozki,	Grippe	
	Brent, Sidney,	Nail in foot	
	Rosa, Carl,	Abrasion on leg	
	Ostrov, William,	Not recorded	
	Wagner George,	Sprained ankle	
	Podman, Jack,	Skin rash, boil on back, fly in ear (3 visits)	
	Portini, Louis,	Sprained ankle	
	Marini, Charles,	Sprained ankle	
	Marini,	Bronchitis, and pleurisy (visit at midnight)	
	Gilbert, Jack,	Poison Ivy	
26	Martini,	Bronchitis and pleurisy (2 visits)	100.00
	Kelly	Entertis	
	Mrs. O'Neil,	Sprain of foot-bruise	
	Forlano, John	Ptomaine	
	Owen	Flare in eye	
	Wagner	Abrasions	
	LaTour	Sprained Ankle	

1918	Services Rendered		Pay
Sept. 26	German, Thomas,	Sprained ankle	
	Ross, Carl	Abrasion on back of leg	
	MacLeod	Strained ligament	
	Barker	Bronchitis and sore throat	
	Ferrara	Sore throat and cold	
	Gilbert	Poison Ivy	
	Van der Broeck	Abrasions	
	Ley	Sore throat-contusions	
	Gold	Sprain	
	Wilson	Cut on toe	
Sept. 27	Schakowsky or Schlingkevsky	Boils	$100.00 day
	Lionel May or May	Abrasion and contusion of arm	
	Scaller	Sprained right ankle	
	Marks, James	Sprained right ankle	
	MacGlyn, Frank	Boil on neck	
	O'Brien	Costiveness	
	Keating	Sore throat and grippe	
	Ross, Carl	Abrasion, back of right leg	
	Strange, Fred	Abrasion, back of right leg	
	La Tour	Sprain of ankle	
	Casper	Abrasion of ankle	
	Gorman	Sprain of right ankle	
	Chesney	Chills, fever, grippe,	
	Sansone	Gun shot wound of hand-tetanus antitoxin administered	
	Colvo, L	Sore throat, grippe	
	Marini	Abrasion of knee	
	Visits to the tents		
	Chesney	Grippe	
	Burke	Enteritis	
	Utell	Sprain, ankel strapped	
	(Several cases of grippe, sore-throat and diarrhoea among the men in the various tents)		
28	MacGlynn, Frank	Boils on neck, contusion of foot	
	Chesney	Chills and fever (treated in tent)	
	Kunz	Sore throat	
	Keating	Sore throat	
	Marini	Abrasion of knee	
	Gilbert, Jack	Poison Ivy	
	Visits on Field		
	Diems	Abrasion of hand	
	Glauer	Sore gums	
	Sansone	Gun Shot	
	Schakowsky	Boils	
	Gold	Stomach upset	
	LaTour	Sprain	
	Sansone	Sprain	
	Wagner	Abrasion of thigh	
	Mantone	Sting and insect bite	
	Osborn	Enteritis	
	Mears	Grippe	
29	Taylor	Eyes burned by firing of gun, treated for two hours then kept under observation entire day.	$100.00 day
	Wolhun	Not recorded	
	Blute	Not recorded	

1928	Services Rendered		Fee
Sept 29	Hess, Carl	Abrasion of leg	
	H. Strasser	Boil on neck	
	T. Ayers	Boils on neck and rest of body	
	H. Leyden	Gastritis	
	T. Healy	Boil on arm	
	H.J. BRAND	Contusion of right arm	
	Ed. Granfers	Rhinitis	
	G.V. Strain	Abrasion of leg	
	Visits to the tents		
	Gravetta	Fly in ear	
	Unknown	Swollen ankle	
	H. Jarbett	Dislocated shoulder	
	Mc Glynn, Frank	Boils and laceration of toe	
	Wagner	Sprained ankle	
	Keating	Grippe	
	(Four tent cases of colds, sore throat etc.)		
30	Taylor	Treatment of burned eyes	$100.00 da
	LaTour	Sprain	
	Marini	Abrasions	
	Sansone	Gun shot wound of hand	
	Lawe	Foreign body in eye	
	Villis, Pau	Abrasion of eye	
	Lennon	Gastritis	
	Gold	Diarrhoea	
	Westcott, Eva	Abrasion of toes	
	Schlingkovsky	Boils	
	Mears	Burn	
	Stanton	Bear-bite	
	Dempster, Carol	Foreign body in eye	
	Hamilton, Neal	Tooth ache and sore gums	
	"Female"	Injury to chest, chest strapped, with adhesive.	

Interest to date of Summons 24.45
Amount Due $839.45

Yours etc.,

MORRIS P. SCHAFFER,
Attorney for Plaintiff,
1463 Broadway, Manhattan,
New York City.

To:
William A. Earle, Esq.,
Attorney for Defendant,
110 William Street,
New York City.

IY/15934

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN : NINTH DISTRICT

- -X

DOCTORS SERVICE CORPS, INC. :

Plaintiff :

-against- :

D. W. GRIFFITH INCORPORATED, :

Defendant :

- -X

SIR:

PLEASE TO TAKE NOTICE that the defendant D. W. GRIFFITH INC., above named appears in this action and denies upon 9 & 13 each and every allegation of plaintiff's alleged cause of action and that I am retained as attorney for it herein and demand that a copy of all papers in this action be served on me at my office, No. 110 William Street, Borough of Manhattan, City of New York, and also demand that a verified Bill of Particulars be filed and served herein, pursuant to Subdivision 7, Section 78 of the Municipal Court Code, setting forth in detail, the following:

1. A detailed statement specifying the specific date or dates upon which the alleged professional services were rendered.

2. A detailed statement specifying by whose request said professional services were rendered.

3. A detailed statement specifying whether or not any price was agreed upon as the measure of compensation for the said professional services.

4. An itemized statement of all medicines, medical or surgical supplies furnished by plaintiff's assignor in connection with the said professional services and the cost of each of the said items.

5. A detailed statement specifying the names of all patients treated or served by plaintiff's assignor for which services this action was brought.

6. A detailed statement of the nature of the professional services rendered by plaintiff's assignor to each of the said patients and the dates of such services.

7. A detailed statement specifying the number of visits whether they be home or office visits made by plaintiff's assignor in connection with said professional services.

8. A detailed statement specifying the ~~second~~ period of time over which the rendering of professional services by plaintiff's assignor extended.

9. A detailed statement setting forth the various injuries, diseases or ailments which were treated by plaintiff's assignor and for which treatment this action was brought.

Dated April 5th, 1924.

Yours, etc.,

WILLIAM A. EARL,
Attorney for Defendant.
OFFICE & P. O. ADDRESS:
110 William Street,
Borough of Manhattan,
City of New York.

TO:-

MORRIS P. SCHAEFFER,
Attorney for Plaintiff.
OFFICE & P. O. ADDRESS:
1463 Broadway,
Borough of Manhattan,
City of New York.

101

THE ALLIED ARTISTS CORPORATION, LTD.,
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LONDON, W. 1.

April 7th
19 24

Simon Abrams Esq.,
The ALLIED ARTISTS CORPN. LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Abrams,

REPORT

1. Nothing unusual occurred in the operation of our Offices.

2. No Changes were made in the personnel.

3. Expenses for the week not available. The monthly Balance Sheet is now being prepared so that next week's Report will give you this information accurately.

4. The total business from each of the Branches for the week was as follows:

Birmingham	£1,137.10. 0
Cardiff	207.10.0
Glasgow	80.15 6
Leeds	185. 0. 0.
Liverpool	320. 0. 0.
London	920. 0. 0.
Manchester	460. 0. 0.
Newcastle	59.10. 0.
Ireland	94.10. 0.
	£3,464.15. 6.

The Cash Collections for the week amounted to £6,052.15. 0.

The contracts taken for the week were most disappointing. I do not know how to account for this other than it seems there is a general temporary slump during the Lenten season which is no on and which ends Good Friday, April 18th.

As Glasgow did very badly, I got in touch with Benden, our Manager there and shook him up a bit. He tells me he has every indication that this week will be a good one - I hope so!

The above remarks likewise apply to Leeds and Newcastle who also fell down last week on their returns.

Yours sincerely, M. SILVERSTONE.

April 8th 1924

Mr. L. Ward Prince,

White Plains, N. Y.

My dear Mr. Prince:-

I have your favor of the 4th inst., and pursuant to your suggestion I shall hold your check. The option has been corrected, and upon your return if you will get in touch with me, I shall be glad to send the same to you for signature.

Next Saturday I expect to sail for Italy on a business trip that will take about three or four weeks, so that it would be advisable to complete this matter before my departure if possible.

Very truly yours,

R

D. W. GRIFFITH COLLECTION
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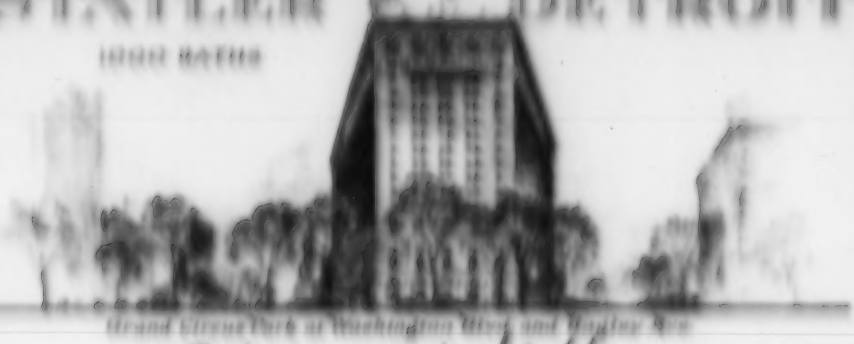
HOTEL STATLER DETROIT
1000 ROOMS 1000 BATHS



April 7th 1924

My dear Mr. Guppitt:—

Your very delightful letter of acknowledgement has just been forwarded to me. You bet you can use my letter in any way you choose. I don't remember just what I wrote, but I'm very sure it doesn't fully express my appreciation of your superb work. Add anything you care to to my letter. You can't say too much. I think its your best effort, & I know you are the greatest of the lot!

Sincerely Yours

DeWolf Hopper

City of New York
Municipal Court
Borough of Manhattan - Fourth District
107 E. 23rd Street
New York

April 7 1924

Mr. John L. S. Pell,
c/o D. W. Griffith,
1476 Broadway
New York, N. Y.

My dear John:-

Thanks heartily for the inestimable pleasure of spending a night with "America." It is a masterpiece and I have never felt such a thrill as I did when I hurried along with Paul Revere on his immortal ride. Of course, it does not need praise from me. The enthusiastic success that it is achieving demonstrates beyond peradventure the surpassing character of the work that Mr. Griffith and you have done. It carries a lesson in history throughout the Union that is much superior to either the written word of the historian or the spoken word of the teacher. I congratulate you on your part in this historic circumstance and hope that still greater rewards - if that be possible in the moving picture world - will be your portion. Mrs. McTigue and I are indeed grateful for the opportunity of viewing this facinating and instructive picture.

Very cordially yours,

John F. McTigue

P. S. I am sending another letter to Mr. Sinnott, the Mayor's Secretary.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
TREASURER

April 7, 1924.

OFFICE OF THE PRESIDENT

CONFIDENTIAL

FOR INFORMATION OF MEMBERS ONLY.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N.Y.

Dear Mr. Griffith:

In line with the purpose to exercise every possible care to the end that only books or plays which are of the right type are used for screen presentations; to avoid the picturization of books or plays which can be produced only after such changes as to leave the producer subject to a charge of deception; to avoid using titles which are indicative of a kind of picture which could not be produced, or by their suggestiveness seek to obtain attendance by deception, a thing equally reprehensible; and to further endeavor to "establish and maintain the highest possible moral and artistic standards of motion picture production", the following communications have been received by this office, indicating the opinion of the members as to what they should do in their efforts to carry out these purposes:

From a distributing and producing member, advice that they have declined to produce "Rain";

From a distributing and producing member, advice that they have declined to produce "Good Hunting" and "The Hussy". Advice also that one of their producing units (not a member) has declined to purchase "Rain", at the suggestion of a member;

From a distributing and producing member, advice that they have declined to produce "La Garconne" and "Out of the Seven Seas";

From a distributing and producing member, advice that they have declined to produce the novels "Simon Called Peter", "Sayonara", and "Mrs. Phelps' Husband"; the short story "The Blue Moon", and the play "Nemesis".

From a distributing and producing member, advice that they have declined to produce the novels "Sayonara", "Crazy Man", "Devils Dust", "Miss Cherry Blossom", "Good Hunting", "Behold This Dreamer", "The Gay Ones", "The Eddy", and "The Marriage of Columbine"; and the short story "The Worst Woman in Hollywood."

Sincerely yours,

Will H. Hays

hjk eh

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "AMERICA" Pittsburgh.

Date of Shipment April 4th, Show opens April 7th, 1924.

Where Shipped Pittsburgh.

Ordered By D.W.GRIFFITH INCORPORATED.

ITEMS SHIPPED

Return Check

2 Boxes Stands
2 Boxes Pedestals
1 Head
1 Booth
1 Box Music stands
2 boxes flooring
1 Picture sheet
1 Picyure Frame
1 traveler 2 pcs.
50 Ball hangers
2 Hanks sash cord.
1 Floor pulley
2 pulleys for travelers
2 pieces cyke.
2 pieces draw curtains
3 borders
1 Ground cloth
1 bolt black cloth
1 box orchestra rail stands
1 box orchestra rail posts
1 box orchestra rail curtains
1 signal boxes
1 pail 1 brush
1 box carbons
1 supply box
2 rheostats
2 lamp heads
2 boxes of motors
2 heads
~~1 box magazines~~

1 Box (Magazines etc.
L Box pedestal and stand.
2 reels
300 ft. cable.
1 Bell

Returned 5/9/24

Shipped by William J Daniel Received by _____ SHOW MANAGER.

Returned _____

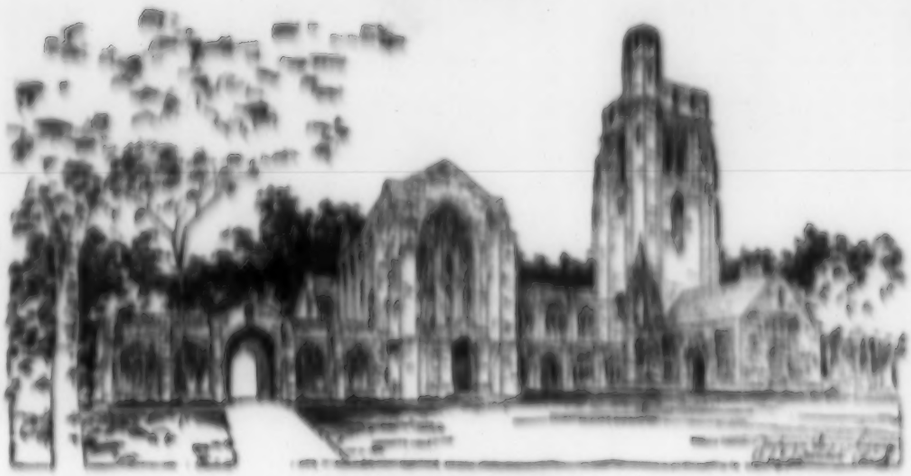
The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

The Valley Forge Historical Society
Valley Forge

The Valley Forge Museum of American History

PRESIDENT
REV. W. HERBERT BURR, D. D.
VALLEY FORGE

VICE PRESIDENTS
MR. ARTHUR SIMMONS PEARSON
WEST NEWTON, MASS.
MRS. HERVEY C. GREEN
NORRISTOWN, PA.
REV. D. SHEA COFFMAN
STEUBENVILLE, OHIO
THE HON. NORMAN WANAMAKER
PHILADELPHIA
A. AUBREY ANDERSON, ESQ.
NORRISTOWN, PA.



THE WASHINGTON MEMORIAL

The Washington Memorial Library

SECRETARY PRO TEM.
G. FRANCIS FULMER
VALLEY FORGE

LIBRARIAN
MISS ANNIE S. MOLONY
VALLEY FORGE

The Valley Forge Record

PUBLISHED MONTHLY

VALLEY FORGE, PA.

April 9, 1924

Mr. W. H. Griffith,

My dear Mr. Griffith:—

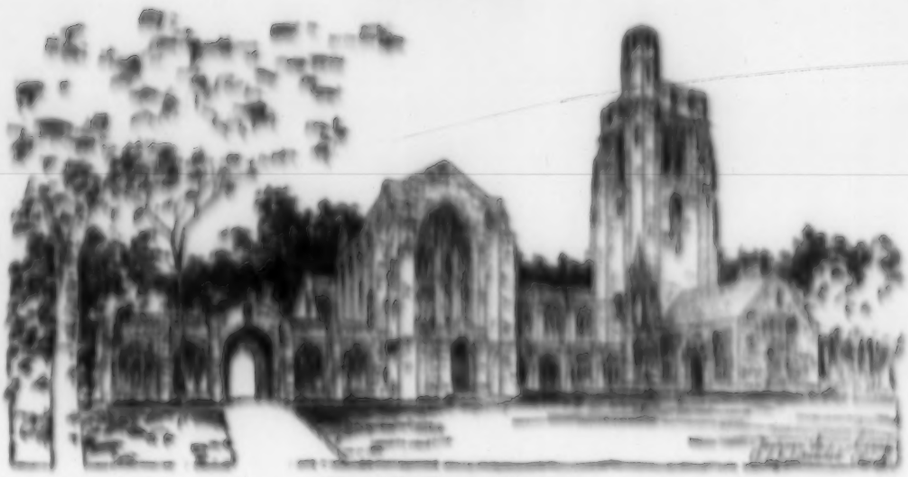
As an American, as a student of American history, and as the President of the Valley Forge Historical Society, I thank you with all my heart for the presentation of "America." Knowing your great achievements, and now knowing you, I had high anticipations of "America," but I was not prepared for the thrilling national drama. I congratulate you upon your vision and its superb realization.

The Valley Forge Historical Society
Valley Forge

The Valley Forge Museum of American History

PRESIDENT
REV. W. HERBERT BURK, D. D.
FALLS FORGE

VICE PRESIDENTS
GEN. ARTHUR SIMONS PEARSON
WEST CHESTER, PA.
MRS. HERVEY C. GREEN
NORRISTOWN, PA.
REV. D. SHEA COFFMAN
STEUBENVILLE, OHIO
THE HON. BURNHAM WANAMAKER
PHILADELPHIA
J. AUBREY ANDERSON, ESQ.
NORRISTOWN, PA.



THE WASHINGTON MEMORIAL

The Washington Memorial Library

SECRETARY PRO TEM.
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FALLS FORGE

LIBRARIAN
MISS ANNIE S. MOLONY
FALLS FORGE

The Valley Forge Record

PUBLISHED MONTHLY

VALLEY FORGE, PA.

2.

I deeply appreciate the accuracy of historic detail in your work, but even more the sensing of the national spirit which lay back of the incidents which you portray with such real power. For after all, it is the latter, which is the most difficult to convey to your audience.

I wish I could express to you and to every one who took part in this great work, my personal gratitude, my deep sense of obligation

The Valley Forge Historical Society
Valley Forge

The Valley Forge Museum of American History

PRESIDENT
REV. W. HERBERT BURR, D. D.
FOLLET HOUSE

VICE PRESIDENTS
MR. ARTHUR EMMONS PEARSON
WEST NEWTON, MASS.
MRS. HERVEY C. GREEN
NORRISTOWN, PA.
REV. D. RHEA CHEFMAN
STEUBENVILLE, OHIO
THE HON. GORMAN WANAMAKER
PHILADELPHIA
J. AUBREY ANDERSON, ESQ.
NORRISTOWN, PA.

THE WASHINGTON MEMORIAL

The Washington Memorial Library

SECRETARY FOR THE
G. FRANCIS FULMER
FOLLET HOUSE

LIBRARIAN
MISS ANNIE B. MOLONY
FOLLET HOUSE

The Valley Forge Record

PUBLISHED MONTHLY

VALLEY FORGE, PA.

for this marvelous contribution to the Nation's reproducing the Nation's history. It will be a mighty power in inspiring the new America, and you are most happy in having this opportunity for such high service, and in being able to give it in such a glorious way.

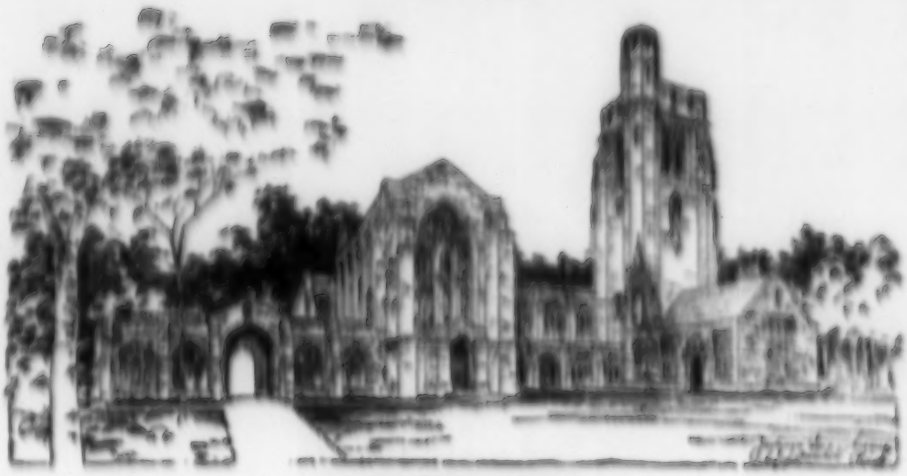
I am sure, if I say what thousands of others will say, you will understand that I am not expressing an idle wish or fancy, but the yearning of my whole na-

The Valley Forge Historical Society
Valley Forge

The Valley Forge Museum of American History

PRESIDENT
REV. W. HERBERT BURK, D. D.
VALLEY FORGE

VICE PRESIDENTS
MR. ARTHUR SIMMONS PEARSON
WEST NEWTON, MASS.
MRS. HERVEY C. GREEN
NORRISTOWN, PA.
REV. D. SHEA COFFMAN
STEUBENVILLE, OHIO
THE HON. BOSMAN WANAMAKER
PHILADELPHIA
J. AUBREY ANDERSON, ESQ.
NORRISTOWN, PA.



THE WASHINGTON MEMORIAL

VALLEY FORGE, PA.

The Washington Memorial Library

SECRETARY FOR THE
G. FRANCIS PALMER
VALLEY FORGE

LIBRARIAN
MISS ANNIE E. MOLONY
VALLEY FORGE

The Valley Forge Record

PUBLISHED MONTHLY

true to share "America" with every other American, that we all may be more worthy of our great past, and more ready for our greater future. God be praised for you, your work, and your workers! May He give you even greater power to build the new Nation of which we dream, and for which we live and labor!

With deep gratitude and real affection, I am

Faithfully yours,

W. Herbert Burk

W. Freeland Kendrick
Mayor

Edward Lose
Secretary

City of Philadelphia
Office of the Mayor

April 9th, 1924.

Mr. D. W. Griffith,
44th Street Theatre,
New York City, N.Y.

My dear Mr. Griffith:

I was thrilled with patriotism as I witnessed your great picture "America", and am indeed pleased that it is being produced in the old City of Philadelphia.

I trust it will be shown all over the United States, as it carries a lesson of Americanism which is indeed an inspiration and reminds us of the great sacrifices made by our forefathers.

Wishing it an abundance of success, and with personal regards, believe me

Very truly yours,

W. Freeland Kendrick

Mayor of Philadelphia.

WFK/ds

1102

Old South Association in Boston
The Old South Meeting House
Corner Washington and Milk Streets

April 9. 1924.

Mr. John L. G. Ree.
D. H. Griffith Inc.

My dear Mr. Ree -

I have delayed thanking you for the "stills" until I had seen the picture again that I might include a comment on that.

I am truly grateful for the pictures they are splendid, and I think are serving you a good purpose here - for on the strength of showing them I sent twenty nine people to see the Majestic last week, and a number others for this week.

I do not want to seem greedy, - but could you possibly let me have one of the battle at Concord bridge. It would help me a lot in my talks to my people.

The friend who viewed the picture with me on Tuesday evening was most enthusiastic, and I am sure will make a good "rooter".

Old South Association in Boston
The Old South Meeting House
Corner Washington and Milk Streets

Mr. John L. C. Prel - continued

My feelings are rather mixed - I am thoroughly glad that that terrible dining room scene was eliminated, and yet I feel that most too much of that portion of the picture has been taken out. There was some very strong acting in certain parts that seemed to me a splendid character lesson.

Then I felt rather badly about a certain part that has been put in the Buckman Tavern episode.

That scene was rather appealing, and since we are so close to the last war, - people have not forgotten unusual means resorted to for lovers' farewells, and the evil thought has been for a time forgotten, or at least been given secondary place.

It seems too bad to have it given such emphasis unnecessarily

Old South Association in Boston
The Old South Meeting House
Corner Washington and Milk Streets

Mr John L. E. Frel - Con. -

For the picture was so wonderful without it.

Hope you will pardon my criticisms.

Please come down to see me the next time you are in Boston. I should like to explain to you more fully my thought.

Yours very truly
E. E. Cuyler -

Julian M. Thomas
Léon Gouret

JULIAN M. THOMAS
COUNSELLOR AT LAW
AVOCAT A LA COUR SUPRÊME DES ÉTATS-UNIS
19 Avenue de l'Opera
PARIS

Cables : Americanus : Paris
Telephones | Gutenberg 77-98
| Gutenberg 78-79

April 9, 1924

Messrs Banzhaf, Pembleton & Littick
Counsellors at Law
Bush Terminal Building
130 West 42nd Street
New York

Gentlemen,

Re GRIFFITH VS BARATOLO

With further reference to your favor of January 14, 1924, I note that the picture entitled "America" has now been released by Mr Griffith, and I would thank you to remind the Griffith Co again of my invoice to you of July 1st, 1923, for the small sum of $ 200.

Upon receipt of this amount will you kindly deduct for yourselves the customary 1/3 and forward the balance to me in the form of a draft on New York.

Very truly yours,

J. M. Thomas
per L. Gouret

JMT/C

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
W. L. MALLYOUGH
ARTHUR F. DRISCOLL
JOSEPH W. MARRAUTH
RICHARD J. MAHONY
ARTHUR H. WALSH
EDWARD F. MARTENY

136

IN RE

April
9th
1924

Mr. Albert H.V. Banshaf
130 West 42nd Street
New York City

My dear Bert:

I hand you herewith five duplicate original copies of contract duly executed by Mary Pickford Fairbanks, Douglas Fairbanks and United Artists Corporation, by Hiram Abrams, President.

Will you kindly have Mr. Griffith execute same individually and on behalf of D. W. Griffith, Inc., and return them to me when we shall send them to Charles Chaplin for his signature.

Please send me evidence of the power of Mr. Griffith to sign this contract on behalf of the corporation.

Sincerely yours,

Dennis F. O'Brien

DFO'B/IC
(Enc)

Redelivered contracts to Gulc from O'Brien's office
Apr. 10-24
AB

124

Prince & Ripley

Westchester County Realtors

444 MADISON AVENUE
NEW YORK
TELEPHONE: MURRAY HILL 5000-0000

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS R. GENUNG
LEROY KENT
SIDNEY WARD, JR.
MAURICE J. COLLINS
JOS. A. MCCARLESS
ANGUS L. REYNARD
LINCOLN C. RAMSDELL
DREW MULLER

BRANCH OFFICES:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
RYE, N. Y.
MAMARONECK, N. Y.
HARRISON, N. Y.
SCARSDALE, N. Y.
HORNET FARM

PLEASE DIRECT REPLY TO

April 9, 1924.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

My dear Mr. Banshaf:

After talking with you this morning, I find that it will be impossible for me to be in New York on Thursday and in view of the fact that you are leaving on Saturday, I believe it would be better for all of us, if the matter of the option was left open until you return.

I think I can tell you definitely by the time you get back whether or not my people will close and then instead of having an option we can enter into a contract. I feel quite confident of my ability to put this thing through within the next four or five weeks and since you cannot give me a positive, binding option, it seems hardly worth while to take anything.

If you care to see me on Friday, will you let me know and I will come in?

Yours very truly,

LWP:BM

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL

JOSEPH M. MAGRAUTH
ARTHUR M. WALSH
EDWARD C. RAFTERY

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IN RE

April 10th, 1924.

Albert H. T. Banshaf, Esq.,
Bush Terminal Bldg.,
New York City.

Dear Mr. Banshaf:-

We are sending to you herewith the proposed complaint in the action to be brought by D. W. Griffith, Inc., against Al Jolson.

If the allegations in this pleading meet with your approval, will you please verify and return same to us.

Very truly yours,

O'BRIEN, MALEVINSKY & DRISCOLL,

Per Richard J. Mackey.

RJM:IW

enc.

13574

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
H. WOLLFINSKY
ARTHUR F. DRINCELL

JOSEPH M. MASSOUTH
ARTHUR E. WALSH
EDWARD S. HAFTKEY

LAW OFFICES
CORNELIUS VAN SANTVOORD MANSFIELD
CORNELIUS VAN SANTVOORD MANSFIELD, JUNIOR
NEW YORK CITY

IN RE UNITED ARTISTS CORP.

April 10, 1924.

Mr. D. W. Griffith,
c/o ALBERT H. T. BANZHAF,
130 West 42nd Street,
New York City.

Dear Mr. Griffith:

Enclosed herewith is a duplicate original of a resolution passed at a meeting of the Board of Directors of United Artists Corporation, held at the office of the corporation, #729 Seventh Avenue, New York City, on April 1, 1924, for your information.

Also letter from the Directors of United Artists Corporation regarding same.

Similar notices and letters have been sent to Messrs. Fairbanks and Chaplin and to Miss Pickford.

Sincerely,

Dennis F. O'Brien

DFO'B:EH

ENC.

EAST RIVER NATIONAL BANK
COMMERCIAL TRUST COMPANY

Gentlemen;

The following is correct copy of resolution adopted at the meeting of the Board of Directors of the United Artists Corporation, held at the offices of the United Artists Corporation - 729 - 7th Avenue - the first day of April, 1934 at which meeting were present all the Directors:-

RESOLVED that as an inducing cause and in consideration that the East River National Bank and the Commercial Trust Company respectively, will loan to the United Artists Corporation an amount not to exceed one hundred and fifty thousand dollars from each of such institutions - the total amount not to exceed three hundred thousand dollars, the United Artists Corporation through its Board of Directors will demand fulfilment of the underwriting promises on the part of Charles Chaplin, D.W. Griffith, Mary Pickford Fairbanks, and Douglas Fairbanks to pay the amounts remaining unpaid from the respective subscriptions of the Capital stock of the United Artists Corporation, and will apply the amounts of such payments as necessary to liquidate and discharge balances, if any due, upon the respective loans of the East River National Bank and the Commercial Trust Company. The United Artists Corporation will take all such steps and proceedings as may be necessary to collect such unpaid subscriptions and pay same over to liquidate any unpaid balance or balances on aforesaid loans.

Albert W. Banghof
SECRETARY

Lucien Abrams
Dennis F. O'Brien.
Albert W. Banghof
Walter Ruffell
Broder

United Artists Corporation
729 Seventh Avenue
New York

Office of the President

My dear Mr. Griffith:

We as Directors, in order to procure loans of moneys necessary to financethe United Artists Corporation over the Summer months, are obliged to adopt the resolution of which copy is attached hereto.

Yours very truly,

Douglas Fairbanks
Albert Banzhaf
William C. Gray
Maurice Revaday
Walter Burkhardt
Members of Board of Directors.

April 11th 1924.

W.W.Hodkinson Corporation,
469 Fifth Avenue,
New York City.

Gentlemen:

Pursuant to the terms of a certain option under date of July 26th 1923 granted by D.W.GRIFFITH,INCORPORATED relating to the production by this Corporation of the motion picture entitled "BLACK AND WHITE" (now known as "HIS DARKER SELF") we hereby direct you to pay to D.W.GRIFFITH INCORPORATED of #1476 Broadway, New York City, N.Y. all moneys due or to grow due and payable to us arising out of the agreement entered into between us and dated the 22nd day of January, 1924, relating to the distribution by you of the motion picture entitled "HIS DARKER SELF", only after you shall have paid to the Manufacturers Trust Company (formerly Columbia Bank) of #513 Fifth Avenue,New York City, the sum of $ 65,000.00 or after you shall have been advised by said Manufacturers Trust Company that the indebtedness of this Corporation to them has been fully liquidated.

The aforesaid payments to be made to D.W.GRIFFITH, INCORPORATED, for our account shall continue until the total sum of $ 51,913.31 has been paid to said D.W.GRIFFITH, INC.

Will you kindly acknowledge receipt of this letter and govern yourself according to the terms thereof?

Very truly yours,

G & H PICTURES CORPORATION

By Albert L. Grey
President.

R E P O R T P A R I S.

April 11, 1926.

ORGANIZER	HOME of Country.	Operating expenses.	Contracts taken	Contracts signed	Contracts sold
HEAD OFFICE	French Fgn.	46,627.23			
Paris	" "	15,384.37	6,320.--	18,820.--	17,328.--
Lyons	" "	3,270.02	210.--	1,056.--	5,850.--
Marseilles	" "	6,393.10	10,886.80	7,708.80	7,028.20
Bordeaux	Pacific	6,157.25	13,357.--	14,841.--	35.--
Brussels	Belgian "	9,070.22	25,870.--	8,320.--	8,227.20
Christiania	Norw. Kr.	586.33	-	-	1,760.65
Copenhagen	Danish "	879.70	3,809.06	3,809.06	3,806.06
Geneva	Swiss Fgn.	3,151.66	2,636.35	2,450.35	3,087.70
Prague	Czech Cr.	31,272.76	81,333.09	25,097.89	29,963.34
Rome	Ital. Lire	11,535.90	12,195.--	12,340.--	12,660.--
Stockholm	Swed. Kr.	3,088.40	4,188.60	4,184.85	6,302.27

N O T E S.

PARIS(Northern France).

"Rosita" was released at the Max Linder Theatre, Paris on April 4th for a minimum engagement of two weeks but to continue indefinitely if the business warranted. While the picture was well received it did not make a bit success, the first weeks receipts being less than the normalreturns of the theatre. The second week started below the first and if the business does not improve this release engagement will be limited to two weeks. We have meanwhile made good contracts for the general release of Paris week of May 18th.

LYONS (CENTRAL FRANCE.)

Trade Show of "The Hill Billy" April 10th. Film was very much liked by exhibitors.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

April 15,1924.

Report of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negatives
Way Down East		12792		
Birth Of A Nation		605		
Dream Street		1273		
Love Flower		972		
America		59931		
Wynn-Jones		27		28
		75600	0	28

Positive Stock Used

Eastman	59931
Agfa	15669
	75600

Negative Stock Used

Regular 28 feet

Paramount Effects Reorganization of Publicity Department

NEW YORK, April 1.—In anticipation of the big releasing program to be launched by Paramount for the coming Fall and Winter season, the company's exploitation department, under the direction of Claud Saunders, has been completely reorganized. In addition to the five men who have been handling the field work of the department since last Fall, sixteen more exploiteers have been added during the past two weeks and are now on the way to their respective assignments.

Russell B. Moon, who has been handling the New England territory, is transferred from Boston to Chicago; Leslie F. Whelan has been transferred from Cleveland to Philadelphia and will also handle the Wilkes Barre territory; Kenneth Renaud, who has been operating in the southern territory with headquarters in Atlanta, is transferred to Detroit, and Harry C. Eagles and Rick Rickstson remain at San Francisco and Denver-Salt Lake City, respectively.

The other assignments are as follows: Bob Guez, Kansas City; George Gambrill, St. Louis; Vernon Gray, Washington; Jack Hallman, Minneapolis; Gavin C. Hogg, Atlanta; William Bender, Cleveland; John Callahan, New Haven; Curtis Dunham, Dallas; John P. McGinville, Boston and Portland, Me.; William Mendelsohn, Buffalo; Maurice Ridge, Cincinnati; William Rohm, Pittsburgh; Harry Swift, Los Angeles; Charles E. Wagner, Columbus; Irvin A. Waterstreet, Indianapolis; Donald McLeod, Milwaukee.

First Run Theatres Of Los Angeles Now In New Organization

(Special to Exhibitors Herald)

LOS ANGELES, April 1.—The Associated First Run Theatres of Los Angeles have just formed a new organization with Glenn Harper as secretary and treasurer.

The purpose of the organization, which was formerly a part of Los Angeles Theatre Owners and which included legitimate and vaudeville houses, is to protect the interests and handle the problems of first run exhibitors.

The following men are members: Albert A. Kaufman, managing director of Grauman's down-town theatres; Sid Grauman, Grauman's Hollywood Egyptian theatre; Harry C. Arthur, West Coast; Fred Miller, managing director of California and Millers.

ny Rumored Alliance f Canadian Companies

(Special to Exhibitors Herald)

TAWA, ONT., April 1.—A report Associated First National and n Educational Films would amalfor Canadian distribution has nied by Harry Brouse of Ottawa. itted he had heard the rumor, but there was nothing to it.

Brouse is one of the original diand franchise holders of First Naeing one of the two representaEastern Canada.

per's Father Dead

(Special to Exhibitors Herald)

SBURGH, PA., April 1.—Jerome general manager of the Rowland ark theatres, Pittsburgh, lost his a week ago. Mr. Casper, Sr., was 65 years of age and had been in health for some time.

Rumor United Artists Would Disband Spiked by Members

Contract Renewed and Extended for Period of Three Years—All Officials of Company are Re-elected by Stockholders

(Special to Exhibitors Herald)

NEW YORK, April 1.—All the wild rumors of the disbanding of the group of producers of United Artists Corporation were set definitely at rest last Friday. On that day the representatives of the "big four" (Mary Pickford, Douglas Fairbanks, Charles Chaplin and D. W. Griffith), got together in a stockholders meeting and unanimously voted not only to carry out existing contracts but to renew these contracts and extend them for a period of three years.

Chaplin Still Has Eight Pictures to Make

The three-year plan affects only the productions of D. W. Griffith, Mary Pickford and Douglass Fairbanks as Chaplin still has eight pictures to deliver to United Artists under his contract with the organization.

That the conduct of the organization since its formation by Hiram Abrams was perfectly satisfactory to the stockholders was made clear by a statement issued after the meeting that they were all of one accord on this matter and evidence of this unanimity is shown by the re-election of all of the officers of the corporation.

The statement issued by United Artists after the meeting reads:

"The annual meeting of the stockholders and owners of the United Artists Corporation was held in the offices of the United Artists Corporation, 729 Seventh avenue, on Friday, March 28, at which were present Mary Pickford, Douglas Fairbanks, Charles Chaplin (by proxy) and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts, but to renew and extend their contracts for a period of three years, except Charles Chaplin, who has eight pictures still to deliver to the corporation.

Satisfied With Personnel

"It was the unanimous sentiment expressed by the owners and stockholders of the United Artists Corporation that they were perfectly satisfied with the executive personnel of their organization, which resulted in the re-election of all officers of the corporation."

In speaking of the many rumors that have been current as to breaking up of United Artists and the severance of his connection with the organization, Hiram Abrams said to an EXHIBITORS HERALD representative:

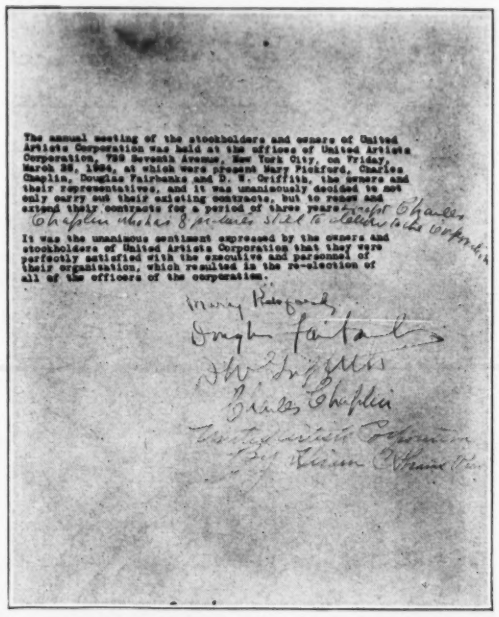
"There have been a lot of wild stories printed about United Artists and the appearance of these have been so persistent as to cause them to be under suspicion of being propaganda of some sort or other. These stories were so ridiculous in the face of a full knowledge of the affairs of the corporation that we declined even to dignify them by any statement, denial or otherwise.

"Let me say that there has never been any dissatisfaction on the part of the members of the United Artists Corporation and never to my knowledge has anyone of these said anything that could be directly interpreted as showing any dissatisfaction.

Company Making Money

"Things have been going along harmoniously and United Artists have been making money. That the method under which we do business is the economical one is plainly borne out by two facts. One of these is that our distribution costs so much less than that of any other company that does a large national or international business and the fact that since its formation United Artists Corporation has consistently made money. Our distribution in this country has cost less than 22 per cent and our distribution over the whole world has been done for 25 per cent.

"In addition to the pictures we have now in distribution and which, by the way, are getting exceptionally large circulation, we will have two other big features for distribution direct to the exhibitor for fall release. Mary Pickford's 'Dorothy Vernon of Haddon Hall' is probably the biggest and best picture she has ever yet made and this will be released direct to the exhibitors on September 1st. A new Chaplin picture will be delivered to us very shortly and this also will be released this fall direct to the exhibitors."



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It was the unanimous sentiment expressed by the owners and stockholders of United Artists Corporation that they were perfectly satisfied with the executive and personnel of their organization, which resulted in the re-election of all of the officers of the corporation.

Mary Pickford
Douglas Fairbanks
D. W. Griffith
Charles Chaplin
United Artists Corporation
By Hiram Abrams

REPORT OF the stockholders' and owners' meeting of United Artists corporation which effectively ends any talk of an alliance with any other company.

Bern to Direct

(Special to Exhibitors Herald)

LOS ANGELES, April 1.—Paul Bern, scenario writer, will be given his first directorial chance with Lasky in making all star pictures.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Metro-Goldwyn May Merge in Move to Cut Operating Cost

MARCUS LOEW who will acquire Capitol theatre in New York if merger of Metro and Goldwyn is effected.

Deal Would Give Loew Control of Big Theatres

Believe Hearst Will Agree to Consolidation Which Would Affect Big Saving Annually

(Special to Exhibitors Herald)

NEW YORK, April 1.—One of the largest, if not the largest, deal in the history of film industry is now in the stage of negotiations and announcement of its completion is generally expected some time within the next three weeks.

This deal, according to what everyone seems to know, but on which no official verification can be had, provides for Metro taking over all interests now held by Goldwyn Pictures Corporation including the distributing end of that company, its studios and theatre interests. It is generally believed that the only unsettled factor which is delaying the official announcement is the status of William R. Hearst and his Cosmopolitan pictures.

Believe Hearst Will Relinquish Option on Goldwyn

When Mr. Hearst transferred his distributing arrangements from Paramount to Goldwyn he secured an option on 50 per cent of Goldwyn Corporation. This option terminates April 15 and at the same time, the distributing contract between Cosmopolitan and Goldwyn comes to an end. There is little expectation that Mr. Hearst will exercise this option but so far, according to report, he has not relinquished it.

In case of non-relinquishment before April 15 and Mr. Hearst not, by that time, exercising his option it automatically will expire and the path for the actual closing of the big absorption deal will be made clear. It is also expected that at the expiration of his distributing contract with Goldwyn Pictures Corporation Mr. Hearst will move the Cosmopolitan pictures over to Metro distribution.

Along with this deal, which while not made authentic by any statement from the interested parties, there are strong rumors to the effect that Metro also will take Warner Brothers into the fold and possibly one other producing corporation.

Predict Warner Merger

It has been believed for several months past that Warner Brothers were preparing to abandon the state right field and join with one of the old-line big distributing corporations. According to rumor, conferences looking to this end have been held on several occasions between Warner Brothers and Associated First National.

The closing of such a deal with Goldwyn, to say nothing about taking in any other concerns will, result in Metro becoming one of the most important factors in the film industry.

It is said that a reduction in operating expenses is the chief inducement which caused the two companies to get together on this deal. At present, Metro is operating twenty-five exchanges and Goldwyn thirty-one, the latter organization being represented in Albany, Charlotte, N. C., Des Moines; Indiana; Milwaukee; Oklahoma City, and Portland, Ore., cities where Metro now maintains no exchanges. It is estimated that on exchanges alone this consolidation will affect the saving of about a half a million dollars annually.

May Combine Studios

If this deal is completed as per present plans, the big Goldwyn studio plant at Culver City will pass to Metro. It is inconceivable that this company will operate both the present Metro studio in Los Angeles and the Culver City plant and the general belief is that the Metro studios will be abandoned as a producing center and all activities moved to Culver City. This in itself means an important financial transaction as the land on which Metro studios are located has increased in value in the past few years to such an extent that it can readily be sold for many times the original cost.

Another important factor in the transaction is the passing of the Goldwyn interests in the Capitol theatre in New York and the California theatre on the Coast to Metro domination. Goldwyn Pictures now hold a 50 per cent interest in the Capitol and California theatres, both of which are used now for first runs on Goldwyn pictures. With Marcus Loew's present great theatre holdings, the passing of these two and other theatres Goldwyn Pictures Corporation are interested in, would strongly fortify his position as the greatest theatre owner in the country.

Tax Repeal Has Senate Finance Committee O. K.

(Special to Exhibitors Herald)

WASHINGTON, D. C., April 1.—Repeal of admission taxes where the admission charged is fifty cents or less, has been approved by the senate finance committee, and was the same as carried in the house tax bill. A proposal to double the tax on admissions of $1.50 and over was rejected and taxes will remain as before on admissions over fifty cents.

The committee refused to follow the recommendation of the theatre interests for the entire elimination of the entire admission tax since such a move would result in a $70,000,000 loss of revenue as against a $30,000,000 loss under the present provision.

The finance committee has not reached the consideration of other miscellaneous taxes. Some repealed in the house bill may be restored if it is found that additional revenue is needed.

Rose Heads New Club Of Salesmen in East

(Special to Exhibitors Herald)

ALBANY, April. 1.—James Rose has been chosen as president of the club which has been formel among the film salesmen of this city. Nat Marcus is vice-president, while David Lake is treasurer and Vic. Bendell is secretary.

The new organization meets every other week and is planning to stage some stunts this summer, including a baseball game between the salesmen and the exchange managers as well as a clambake.

Griffith to Make Film For Italians in Rome

(Special to Exhibitors Herald)

NEW YORK, April 1.—D. W. Griffith has accepted an invitation from an Italian syndicate of bankers to go to Rome for the purpose of conferring on the production of a series of pictures to be made there. The syndicate is headed by Comm. Andrea Sereo, member of the Mayor's cabinet of Rome. The action has the consent and approval of the Italian government.

No definite plans have been made regarding the nature of the story, but it is known the syndicate wishes something after the manner of Mr. Griffith's "America."

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS B. BENJUM
LEROY SCHT
GUNNY WARD, JR.
MAURICE J. COLLINS
JOS. A. McCAHLESS
ANGE L. RETNARD
LINCOLN C. RAMSDELL
DREW MULLER

Prince & Ripley

Westchester County Realtors

444 MADISON AVENUE
NEW YORK

TELEPHONE: BUTTER HILL 0000-0000

BRANCH OFFICES:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
OSSINING FERRY, N. Y.
SCARSDALE, N. Y.
HERMIT FARM

PLEASE DIRECT REPLY TO

April 14, 1924

Mr. Albert H. T. Banshaf,
150 West 42nd Street,
New York City.

My dear Mr. Banshaf:-

Today my bank informs me that the check I gave to the D. W. Griffith Company for $2,000. for an option on Flagler's Island has been presented for payment. I presume this is an error as the understanding was that it would not be presented until such time as the papers were approved and signed. Prior to that, I had stopped payment of the check so same will be returned to you in due course.

There are some things about the option that are still unsatisfactory and are not in accordance with the understanding that I had with Mr. Godwin. I learned that Mr. Godwin is out of town, and since I know that I cannot reach you, I am going to ask that the whole matter be held up pending our decision.

Yours very truly,

L. W. Prince

JAM:MC

SHIPPING RECEIPT

Show Effects and Equipment

SHOW Hartford, Conn., and Chicago, Ill. "AMERICA"

Date of Shipment Hartford April 14,1924.

Where Shipped Hartford, Conn.

Ordered By D.W.Griffith Incorporated.

ITEMS SHIPPED

	Return Check			
2 Boxes stands				
2 boxes pedestals				
1 Head				
1 Booth				
1 Box music stands				
2 box flooring				
1 picture sheet				
1 picture frame				
1 traveler 2 pieces				
50 Ball hangers				
2 hanks sash cord				
1 floor pulley				
2 pulleys for travalers				
2 pieces cyke				
2 pieces draw curtains				
3 borders				
1 ground cloth				
1 bolt black cloth				
1 box orchestra rail stands				
1 box orchestra rail posts				
1 box orchestra rail curtains				
1 signal box				
1 pail 1 brush				
1 Box carbons				
1 supply box				
2 rheostats				
2 lamp heads				
2 boxes of motors				
2 heads				
1 Box Magazines				
1 Box (Magazines etc.)				
~~1 Box pedestals and stands~~				

Shipped by D. J. Barrett. Received by _____

SHOW MANAGER.

Returned _____

The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

SHIPPING RECEIPT

Show Effects and Equipment

SHOW "AMERICA" ~~Baltimore~~ Buffalo

Date of Shipment 4/17/24

Where Shipped ~~Baltimore~~, Md.

Ordered By D.W.GRIFFITH INCORPORATED.

ITEMS SHIPPED

		Return Check			
2 Boxes Stands					
2 Boxes pedestals					
1 Head					
1 Booth					
1 Box music stands					
2 boxes flooring					
1 Picture sheet					
1 Picture frame					
1 traveler 2 pcs.					
50 Ball hangers					
2 hanks sash cord.					
1 Floor. pulley					
2 pulleys for travelers					
2 pieces cyke.					
2 pieces draw curtains					
3 Borders					
1 Ground cloth					
1 Bolt black cloth					
1 Box orchestra rail stands					
1 " " " Posts					
1 " " " Curtains					
1 Signal Box					
1 pail 1 brush					
1 box Carbons	2 reels				
1 supply box	300 ft. cable.				
2 rheostats					
2 lamp heads					
2 boxes of motors					
2 heads					
1 box magazines					
1 box (Magazines etc.)					
~~1 box pedestals and stand.~~					

Returned 5/19/24.

Shipped by William J. Powell Received by _____

SHOW MANAGER.

Returned _____

The signature of the Show Manager receiving the above effects will make Manager responsible for the return of the above to D. W. GRIFFITH, INC.

THE ALLIED ARTISTS CORPORATION, LTD.,
46-48 PARADISE STREET,
LONDON, W. 1.

April 14, 1924.

Simon Abrams Esq.,
THE ALLIED ARTISTS CORP., LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Abrams, **R E P O R T.**

1. Nothing out of the ordinary occurred this week.

2. No changes made in the personnel.

3. Expenses for the week not available. The month of March ends the fiscal year and our Accounts Dept. is now completing the Balance Sheet for the month of March as well as closing the books for the year. In all probability this Balance Sheet will be completed the end of this week when it will be forwarded on to you.

4. The total business from each of the Branches was as follows:

Birmingham	£ 85. 0. 0.	
Cardiff	461.10. 0.	
Glasgow	262. 0. 0.	
Leeds	326. 0. 0.	
Liverpool	191. 0. 0.	
London	435.10. 0.	
Manchester	242.10. 0.	
Newcastle	323 .10. 0.	
Ireland	101 . 0. 0.	£ 2,427. 0. 0.

The Cash Collections for the week amounted to £4,361. 0. 0.

Iam extremely disappointed in this week's results. I certainly kept after the boys the whole time and sure that they all worked hard to get business. Although this present week is Holy Week, I am spurring the boys on and keeping strenuously after them so that we can make at least a credible showing.

Yours sincerely,

M. SILVERSTONE.

MS:ER.

1784

P. A. POWERS
729 SEVENTH AVE.
NEW YORK

April 14,1924.

Mr. Albert H.T. Banshaf,
150 West 42nd Street,
New York City.

Dear Mr. Banshaf:

I beg to call your attention to the fact that I have received no reply to my letter of the 4th with which I sent you notice from the Central Union Trust Company requesting payment of $2,200.00 on account with interest to March 31 on the note of D.W. Griffith, Inc. for $200,000.00 dated January 25th,1924.

Upon calling up the bank today, they advised me that payment had not yet been made.

Your kind attention to this matter will be appreciated and I would ask that you kindly advise me when payment has been made.

Very truly yours,

P. A. Powers

L/M.

Phoned Mr Powers 4/15/24

HEADQUARTERS THIRD CORPS AREA
BALTIMORE, MARYLAND

April 18, 1934

Miss Eleanor H. Duval,
880 Equitable Building,
Baltimore, Maryland.

Dear Miss Duval:-

Permit me to thank you for the courtesy extended to General Muir and to me in giving us an opportunity to enjoy the opening night of " America" in Baltimore.

It is a wonderful moving picture. I have not seen anywhere such realistic battle scenes. The picture carries the spirit of patriotism and devotion to country and is a most timely production.

Very sincerely,

John S. Fair

John S. Fair,
Lieut. Colonel, General Staff.

April 15th 1924.

W.W.Hodkinson Corporation,
440 Fourth Avenue,
New York City. Attention Mr. Pawley.

Dear Sir:

I am enclosing herewith letter of direction from G & H PICTURES CORPORATION under date of April 11th 1924, relating to the contract had between yourselves and the G & H PICTURES CORPORATION. Will you kindly acknowledge receipt of the enclosure to the G & H PICTURES CORPORATION in care of me?

Thanking you for your courtesy and attention in the matter, I remain

Very truly yours,

R/GDM
Enc.

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April 18th 1924.

Mr. L. Ward Prince,
c/o Prince and Ripley,
White Plains, New York.

Dear Sir:

I have your letter of the 14th inst. with relation to check for $2,000. given by you to D.W.Griffith Inc. This check was given to Mr. Epping, the Treasurer of the Corporation, and he in error deposited the same, having misunderstood the circumstances connected with the option.

Upon Mr. Banzhaf's return, I shall call your letter to his attention for further action on the matter of the option.

Very truly yours,

RR:GDM

(NEWS photo)

D. W. Griffith, world's most famous film director, was target for movie cameras aboard the Olympic, on which he sailed yesterday to arrange for new picture in Rome.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. O'BRIEN
M. L. MALEVINSKY
ARTHUR C. GRISCOLL

JOSEPH M. MOSKOWITZ
ARTHUR M. WALSH
EDWARD L. RAFFERTY

LAW OFFICES
CONSOLIDATED BUILDING
NEW YORK CITY

179

IN RE GRIFFITH -v- JOLSON April 16, 1924.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

Upon my return I find your letter of March 20th. I will be happy at any moment to take up the GRIFFITH -v- JOLSON matter with you. Will you give me a ring?

With kindest personal regards

Yours sincerely,

M L Malevinsky

MLM:EH

117

WHITMAN, OTTINGER & RANSOM
162 BROADWAY
NEW YORK

CHARLES O. WHITMAN
NATHAN OTTINGER
WILLIAM L. RANSOM
HUBERT E. COULSON
JACOB H. GORTZ
COLLETT E. WILLIAMS
GEORGE V. BOVERT

April 16th, 1934.

Albert H. Banzhaf, Esq.,
130 West 42nd Street,
New York, N. Y.

In Re: BENDER v. GRIFFITH.

My dear Mr. Banzhaf:

I herewith enclose the original and a copy of the summons and complaint in the case of Edward K. Bender v. D. W. Griffith, Inc., about which I recently spoke to you over the telephone.

I would appreciate it if you will admit service of the summons and complaint, return the original to us, and give us a notice of appearance.

Very truly yours,

Collett E. Williams

W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

April 18th, 1924.

G. & H. Pictures Corporation,
1476 Broadway,
New York City, N. Y.

- Attention Mr. Albert L. Grey,
President -

Dear Mr. Grey:-

We hereby acknowledge receipt of your order dated April 11th., 1924, with respect to the payment of certain monies to D. W. Griffith, Inc. arising out of the distribution of your motion picture entitled "HIS DARKER SELF", the rights of which accrue to us under the agreement of January 22nd, 1924.

The Manufacturers Trust Company has filed with us notice of an assignment to it, of your share of the receipts of this picture, and we understand the present order relates to any monies which may accrue under said contract of January 22nd, 1924 after the claim of said Manufacturers Trust Company has been fully liquidated.

Yours very truly,

W. W. HODKINSON CORPORATION

Raymond Pawley

TREASURER.

RP/AM.

United Artists Corporation
729 Seventh Avenue
New York

Office of General Manager

April 18th
19 24

Mr. A. L. Grey
D. W. Griffith, Inc.
Longacre Building
Broadway & 48nd St.
New York City

Dear Mr. Grey:

I am enclosing for your information copy of letter which I have today sent to Mr. Banzhaf and which will explain itself.

Very truly yours,

UNITED ARTISTS CORPORATION

ACB/P
Enc.

105A

United Artists Corporation

729 Seventh Avenue

New York

Office of General Manager

April 18th
19 24

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

On April 14th the following cable was received from Mr. Pierson:

> WORLD INTERNATIONAL FILMS COMPANY AMSTERDAM HOLLAND ARE OFFERING EAST JUDITH JAVA HAS GRIFFITH SOLD JAVA RIGHTS THESE SUBJECTS PIERSON TELEGRAPH REPLY LESIRK SHANGHAI.

and on the same day I telephoned to Mr. Grey's office, and in his absence talked to Miss Conway, as a result of which talk I cabled Pierson as follows:

> GRIFFITH DID NOT SELL EAST JUDITH RIGHTS JAVA.

On April 18th we received the following cable from Pierson:

> IN ORDER TO AVOID ALL LIABILITIES ASCERTAIN POSITIVELY EAST JUDITH NOT SOLD HOLLAND AND HER COLONIES THIS INCLUDES JAVA IF NOT SOLD FORWARD AS SOON AS POSSIBLE CERTIFICATE OF COPYRIGHT D. W. GRIFFITH SEND POWER OF ATTORNEY IN FAVOR OF MAX BAKER SINGAPORE INCLUDING POWER TO SEIZE PIRATED FILM.

and on calling the Griffith office and asking for Mr. Grey who was not in I talked to Miss Conway and she promised to let me have a more definite and complete answer this afternoon.

This letter is written you in order that you may be familiar with the subject matter involved and a copy of this letter is being sent to Mr. Grey.

Very truly yours,
UNITED ARTISTS CORPORATION

ACB/P

W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

April 18th, 1924.

Mr. Albert H. T. Banshaf,
130 W. 42nd Street,
New York City, N. Y.

Dear Mr. Banshaf:-

Your letter of April 15th, 1924.

We enclose herewith, as requested, formal acknowledgment of receipt from G. & H. Pictures Corporation, of its order dated April 11th, 1924, with respect to the payment of certain monies to D. W. Griffith, Inc., of certain rights in the motion picture entitled "HIS DARKER SELF".

Yours very truly,

W. W. HODKINSON CORPORATION

Raymond Rowley

TREASURER.

RP/AM.
Encls.

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Office of Secretary
130 W. 42nd Street,
New York City.

April 16th 1924.

American Society of Authors & Composers
56 West 45th Street,
New York City.

Gentlemen:

We have your invoice of April 1st covering license fee from April,1924 to April,1925 in the amount of $500.

The picture "WAY DOWN EAST" which is covered by your license is not being shown very extensively at the present time and it is expected that this condition will hold true for the ensuing year. In view of this fact we would ask that your license fee for the period ending April, 1925 be reduced to $250.

We are returning your invoice of April 1st and would appreciate your giving this matter favorable consideration.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

R/GDM

W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY
D.
MUSEUM

179

April 18th 1924.

Messrs. O'Brien, Malevinsky & Driscoll,
1402 Broadway,
New York City. Attention Mr. Mackey.

Dear Sir:

I am enclosing original summons and complaint in the case of Griffith, Inc. against Al. Jolson.

In Paragraph 6th of the Complaint, I have pencilled in the amount of $71,696.78, representing the amount charged against the Jolson venture on the Griffith books, and in Paragraph 8th, the sum of $500,000. has been pencilled in as speculative damages.

The Complaint was verified by Mr. Banshaf, as Secretary of the Company, before he left for Italy.

Very truly yours,

R/GDM
Enc.

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EDWARD J. McPIKE
CERTIFIED PUBLIC ACCOUNTANT

EDWARD G. ZIMMER
ATTORNEY AND COUNSELLOR AT LAW

McPIKE AND ZIMMER
ACCOUNTANTS: TAX COUNSELLORS
149 BROADWAY, NEW YORK
RECTOR 6878

April 18, 1934.

Banzhaf, Pembleton & Littick,
2130 W. 42nd St.,
New York City.

My dear Mr. Littick: Att: Mr. Littick

As your will recall, the Griffith matter is pending awaiting information from the State Tax Commission as to date of final hearing in the application for a revision.

To date I have not heard from Albany. I am wondering whether it is the desire of Mr. Banzhaf to take the initiative by requesting a date in the near future, or to let matters rest awaiting action on the part of the Tax Commission. At the last conference with you I recall that it was the desire of Mr. Banzhaf to delay matters as much as possible.

Yours very truly,

E. G. Zimmer

EGZ:HD

GENE BUCK, PRESIDENT
VICTOR HERBERT, VICE PRESIDENT

NATHAN BURKAN,
GENERAL COUNSEL

GUY H. HUMPHRIES, SECRETARY
RAYMOND HUBBELL, TREASURER

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
FIFTY-SIX WEST FORTY-FIFTH STREET
NEW YORK CITY

129

J. G. ROSENTHAL,
GENERAL MANAGER

April 18th,
1 9 2 4.

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Gentlemen: Attention: Albert H. Banshaf.

We beg to acknowledge your letter of the 18th, returning our invoice covering license fee from April 1924, to April 1925, and suggesting that the amount be reduced to $250.00, owing to the material change in the extent to which the picture "Way Down East" is now being shown.

We think your request is fair and equitable, and send you herewith, corrected statement for $250.00.

Yours very truly,

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

By J. G. Rosenthal
General Manager.

R:G
Enc.

Bill sent to
Mr. Epping

Office of Manager
ACADEMY OF MUSIC
Baltimore, Md.
Directing
Messrs. Lee and J. J. Shubert

BALTIMORE, MD., Apr. 18th 1914

Dear Mr. Austin,

Enclosed find corrected statements for Matinee Apr. 16th. The treasurer neglected to put on statement the 23 seats in orchestra at .50¢. Sorry this got by me.

Yours
Daniel Shea

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April 19th 1924.

Guscoigne, Reid & Co.,
6 East 44th Street,
New York City.

Gentlemen:

Enclosed herewith is copy of Summons and Complaint which was served on Mr. Grey on April 17th in the action of Edward K.Sender against D.W.Griffith, Inc.

Very truly yours,

GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BIOGRAPH COMPANY (INC.)
807 East 175th Street
New York, N.Y.

April 19, 1924

Mr. D. W. Griffith,
1476 Broadway,
New York City

Attention of Mr. Gray's Secretary

Dear Sir:

Enclosed are copies of copyright registration cards covering the production JUDITH OF BETHULIA, requested by you this morning.

Very truly yours,

BIOGRAPH COMPANY

GM-D.

Enc.

107

April 19th 1934.

Mr. S.S. Simmer,
c/o Hafike & Simmer,
120 Broadway,
New York City.

Dear Mr. Simmer:

I have just received your letter in regard to application for a revision of tax assessment of D.W.Griffith, Inc. It is not the desire of Mr. Hanshaf to take the initiative in this proposition by requesting a date in the near future for a hearing, but to let any action come from the Tax Commission. Should a date be set by it within the next two or three weeks, we would also respectfully request an adjournment by reason of the fact that Mr. Griffith, the President of the Corporation and Mr. Hanshaf, the Secretary of and counsel for the Corporation are now in Italy on business which will probably require several weeks of their time.

Sincerely,

L/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 19, 1924.

Mr. A. G. Berman,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Berman:

With further reference to our telephone conversation regarding cables from Mr. Pierson, upon going into the matter very thoroughly I found that Java, being a possession of Holland, was sold with Holland, on "Way Down East". The contract reads for the Kingdom of Holland and her possessions, so you can advise Mr. Pierson accordingly.

However, regarding "Judith of Bethulia" we have the world rights for this bought from the Biograph people in November 1921. The picture was originally released some years ago, but all the contracts on its original release expired about five years ago and our contract is supposed to be the first re-issue contract. We have not sold Holland nor her possessions which include Java so Mr. Pierson is perfectly safe in proceeding. I have asked the Biograph Company to furnish me with a copy of the copyright and just as soon as it is sent to me I will send it, together with a copy of our contract and a power of attorney to you to be sent to Mr. Pierson.

Very truly yours,

Sec'y to Mr. A. L. Grey.

CC

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 19,1924.

Report Of Laboratory Work Done During Week.

	Tests	Releases	Samples	Negative
America		82063		
	0	82063	0	0

Positive Stock Used

Eastman 82063

Negative Stock Used

none

April 21st 1924.

102A

Mr. Julian H. Thomas,
12 Avenue de L'Opera,
Paris , FRANCE. Re. Griffith vs. Baratello.

Dear Sir:

Your letter of the 9th inst has been received in Mr. Barshaf's absence, he having sailed for Rome, Italy with Mr. Griffith, where he is at the present time.

Your letter will be called to his attention upon his return, which it is expected will be some time during the latter part of May.

I might state, however, that while the picture "AMERICA" has been released it is being exhibited at legitimate theatres in the larger Cities and this requires a great deal of money for exploitation advertising and theatre expenses. It will therefore be necessary to ask your further indulgence until such time that the Griffith Company is in a position to take care of your invoice.

Thanking you for your courtesy and past favors, I remain

Very truly yours,

R/CDM

N. 7247

Soggiorno degli stranieri in Italia

Provincia di ROMA Comune di ROMA

L'autorità di pubblica sicurezza ha ricevuto dal Signor David Wark Griffith

figlio di Jacob e di Mary Ward

nato a La Grange, Ky il 22-1-1880

di nazionalità americana ed con ultima residenza

la dichiarazione di soggiorno in Italia.

Lo straniero sopra ha dichiarato di essere venuto 20 APR 1924 in Italia allo scopo di affari e soggiorno e di dimorare in Grand Hôtel ROMA

con i congiunti, di età non superiore ai 16 anni, a carico infatti, che l'accompagnano.

La presente ricevuta deve essere esibita a richiesta degli ufficiali od agenti di pubblica sicurezza e di polizia giudiziaria. Il rinnovo di essa costituisce per ogni effetto, la prova della presentata dichiarazione

ROMA 22 APR 1924 199

Bollo d'ufficio

Firma e qualifica dell'autorità gl. Pr. S.

Il Parte da consegnarsi al dichiarante

NORMAN B. MURRAY, Vice-President
JAMES WYNER, Vice-President
JAS. L. D. HEARNEY, Vice-President

R. H. RUSSELL, President
GEO. E. CHASE, Chairman
BOARD OF DIRECTORS

A. COLLINS LEE, Secretary
G. J. GLAZIER, Secretary-Treasurer
R. G. L. HAMILTON, Comptroller

HARTFORD
ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT

CLAIM DEPARTMENT
WILLIAM A. EARL
SUPERINTENDENT

NEW YORK OFFICE, 110 WILLIAM STREET
PAUL RUTHERFORD, MANAGER
TELEPHONE: BEEKMAN 8800

New York 4/22/24

D.W. Griffith,Inc.
Orients Point,
Mamaroneck,N.Y.

Re: Policy #MP-25083
Re: Claim #155271-L
Re: Assured:-D.W. Griffith,Inc.
Re: Claimant:-Edward K. Bender

Gemtlemen:-

We acknowledge receipt of suit papers in connection with the above captioned claim.

If the matter is not settled you will be kept advised of future developments.

Please promptly forward to us any additional legal papers received by you pertaining to this cause of action.

Yours very truly,

HARTFORD ACCIDENT & INDEMNITY CO.
PER

C.W. Ears.

AB:KMC

ATTORNEY

D. W. GRIFFITH STUDIO

Inter-Office Message

To Mr. Richter

Date April 23, 1924.

From Miss Campbell

Reply to

I am handing you herewith an analysis of the cost of the Jolson Picture, also one of the G. and H. Corp. picture,(His Darker Self).

You will also find herewith a bill for 2 prints of the Birth of A Nation, in the amount of $1199.80, and one on " A Woman's Secret". These bills on "A Woman's Secret", are usually sent to Mr. Banzhaf, who arranges with the United Artists Corp., for their immediate payment.

Please make all replies on back of this memorandum

COPY

INDEPENDENCE HALL
NATIONAL MUSEUM
PHILADELPHIA

April 234, 1944.

Mr. John L. S. Ball,
D.W. Griffiths, Inc.,
c/o Longacre Building,
New York City, N.Y.

Dear Sir:-

I have to acknowledge with thanks the still pictures you sent me of Mr. Griffith's "America".

I have written Mr. Griffith congratulating him on the picture.

The presentation of Washington receiving his commission and Congress voting Independence are beyond question of doubt the finest reproduction of these events from every angle ever produced.

Very truly yours,

(Signed) Wilfred Jordan,
Curator, Independence Hall.

CARLTON HOTEL
CANNES le 23 Avril 1924

Monsieur, si parmi
vi Paris ne manquez pas
de passer chez nous il
y a un pour vous intérêt.
Salutations distinguées
Cte. Korsakoff

COMTESSE LÉON GAUTRON KORSAKOFF

374, RUE SAINT HONORÉ
GUTENBERG 71-80

CERCLE NAUTIQUE
CANNES

W. W. HODKINSON CORPORATION
488 FIFTH AVENUE
NEW YORK

OFFICE OF THE TREASURER

April 25, 1934

Mr. H. J. Jantzer
1328 Broadway
New York, N. Y.

Dear Sir:

Referring to your request for a weekly contract report on "HIS DARKER SELF", I am sorry to state that our Mr. Mooney does not favor the issuing of such a report very much.

His reason primarily is that the preparation of this report would necessitate additional help in our Contract Department. He has no objection to you having the data and if you feel that you would care to pay for the services of a clerk this data can be furnished you.

Yours very truly,

W. W. HODKINSON CORPORATION

Hayden O. Clarke

Assistant to the Treasurer

HOD/B

4281

April 25th, 1924.

Hiram Abrams, Esq.,
THE ALLIED ARTISTS GRAPH, LTD.,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams,

Report No. 15 Week ended April 19th, 1924.

1. Nothing unusual occurred this week.

2. In the Cardiff Branch, Mr. G. Maizelle who was a salesman there at £15 per week, has been let out as the business obtained by him did not warrant his being kept on. We found that the clerk in the office there, Mr. Tiktin, was a very good salesman and has in his spare time been getting substantial business. Starting next Monday Mr. Tiktin will go out regularly and sell as we will obtain a typist to do the clerical work. Mr. Tiktin's slary has been fixed at £7.10.0. per week. He is young and enthusiastic and I feel reasonably certain he can develop into a capable man. Between Mr. Allen the Branch Manager, and Mr. Tiktin, I feel that the territory can be adequately covered at the lowest possible expense.

In the London territory we have let out Mr. Isaacs who was receiving a salary of £15 per week, for likewise his results did not justify his being kept on. We do not propose to replace him as we feel that we can get all the business there is to be had, without an additional man.

In the Manchester territory where we now have a Manager and a salesman, we propose using this salesman to work part of the time in the Manchester territory and the remainder in the Leeds tertiroy as this arrangement will adequately cover the territories. An additional reason for this is that our Manchester Manager has purchased himself an automobile thus enabling him to get around the territory much faster.

On account of the approaching Summer, I have gone carefully into the matter of the personnel in order to see whether we could cut down without injuring our chances of getting the maximum business obtainable, and I feel that possible withone exception we are now down to the minimum force. The exeption is in the Newcastle territory where we have a salesman by the name of Graham who is receiving £5 per week. He is a young enthusiastic chap and the question remains whether

as we is cut down without injuring our chances of getting the maximum business obtainable, and I feel that possibly with one exception we can cut down to the minimum force. The exception is in the Newcastle territory where we have a salesman by the name of Benson who is receiving 3 pounds per week. He is a young intelligentle man and the question remains whether it is advisable to keep him on and develop him into a good man for us. Should we find within the next few weeks that it is not worth the expenditure to keep him on, we will let him go and when an opportunity presents itself again, we will secure a man.

The only other Branch where we have a salesman besides the Manager, is in the Glasgow territory. Owing to the fact that it covers such a wide area, at the present time it is most advisable to keep this salesman engaged.

3. The Balance Sheet for the month of March 1924 which closes the financial year, is going forward in today's mail. An examination of same will show that during the month of March a profit of 4,080. 6 9. pounds was made thereby completely wiping out the deficit and finishing up the financial year with a profit of 2,536.16. 7. pounds.

In order that you can be kept in closer touch with our Expenses, I will send you in the weekly report, a fairly accurate idea of what our expenses are from week to week. The reason that they cannot be given you absolutely accurately each week is as pointed out before, our books are kept on a monthly basis.

The Expenses for the first three weeks of the month of April, which starts the new financial year, are as follows: -

Week ended April 4th	772 pounds
Week ended April 11th	799 "
Week ended April 19th	792 "

You will be good enough to note our Expenses so far this month are considerably below those in March and February. We propose keeping down the expenses to a rockbottom minimum and on this point I have Major King's heartiest co-operation, and he will scrutinise most carefully, every expenditure, no matter how small, so that the strictest economy can be maintained, particularly through the Summer period.

4. The total business from each of the Branches for the week just ended, was as follows:-

Birmingham	£ 345. 0. 0.	
Cardiff	175. 0. 0.	
Glasgow	868.10. 0.	
Leeds	251. 0. 0.	
Liverpool	60. 0. 0.	
London	634.10. 0.	
Manchester	197.10. 0.	
Newcastle	97. 0. 0.	
Ireland	Nil	
Total		£ 2,628.10. 0.
The total Cash Collections for the week amounted to		£ 5,348. 9. 0.

The week just ended was Holy Week and we closed the office Thursday

evening on that Friday, Saturday and Sunday were legal holidays.

You will note that no business was obtained from Ireland, the reason being threefold, the first being Holy Week when practically three fourths of the Theatres were closed down. The second being that there is a strike on in Dublin against the Censorship Bill just passed.

The Irish Free State Government instituted a rule whereby pictures were to be censored in a certain projection room which was owned by private individuals and the required part of the fee from such censoring. All the Exhibitors and Renters were up in arms against this and joined (with the exception of us) in with an agreement whereby no pictures were to be offered to this new Censor Board arrangement and to keep all the Theatres closed if necessary and thus deprive the Government of their Entertainment Tax in order to get them to change the rule regarding censorship arrangements whereby private individuals had a monopoly.

The exhibitors agreed to give new dates for such pictures contracted for and that were due to be played, provided of course that Renter agreed not to pass same through this objectionable Censor Board.

The Manager of La Scala, Dublin, where TESS was due to play this Monday at a rental of 650 pounds, asked us to join in the movement, but we stated we were quite willing to hold up TESS from being censored, provided he would agree in writing to give us a new date. He verbally stated he would, but when it came to pinning him down in writing, he refused to give us same with the result that we pointed out to the Joint Grievance Committee of Renters and Exhibitors, that this theatre was not sincere.

In order to protect our rights, we promptly put this picture through the Censors and delivered a copy to La Scala in order to protect ourselves legally.

The whole situation is a very ticklish one for the reason that all exhibitors and renters were sticking together but when it came to an acid test, one of their own ringleaders viz, the Scala, Dublin, showed their insincerity by refusing to give us in writing a new date for TESS.

While we should be in moral sympathy with this movement, for otherwise we would get all the exhibitors there against us, I feel that we acted correctly in putting TESS through this particular Censor Board because if this theatre had been sincere, they would have given us a new date in writing. The Joint Committee tried to persuade La Scala to give us this letter, but without avail. Under the Law, no picture can be exhibited without being first censored.

The Censorship matter has not yet been settled with the result that no exhibitors are booking pictures for the reason that they are not showing any of the current ones and everything is in a state of confusion.

Yours sincerely,

ALLIED ARTISTS CORPORATION, Ltd.

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MS.ER

The Allied Artists Corporation, Ltd.
86-88 Wardour Street,
London, W.1.

April 26 1944

Mr. D.F.Griffith
C/o Mr. Guy G. Smith
Paris, France.

My dear Mr. Griffith:-

It seems from certain information which I have recieved that you will probably meet in Paris, one, Mr. J.H.R.Yardley with whom Mr. Grey talked on his last visit to London and with whom both Mr. Hoagland and I have been in almost constant communication since. I feel that it is my duty to advise you prior to your talk with Capt. Yardley of certain aspects of the affair about which he will consult with you. In our negotiations with him we have constantly found that he is very long on promises and short on performances. He has promised us many times that he had obtained certain results which he would disclose in a day or two and in each case he has failed to deliver. He apparently is a man who mistakes a mild interest on the part of a potential investor for a definite agreement to invest. His wide acquaintance among the titled people of England and the intimate use of their names in conversation had us for a long time in a sense of security and belief but we have been gradually forced to the conclusion that he has been

The Allied Artists Corporation, Ltd.
No. 8 & 9 Hardwicke Street,
London, W.C.1.

either deliberately misleading us or has himself been over sanguine of his ability and his progress towards the desired end. We prefer to think that the latter case is probably the real situation. He has undoubtedly worked hard on the proposition but we have seen no real evidence of real results. Some time ago he wired to Mr. Grey for an advance in money towards his expenses and Mr. Grey authorised me to pay him two hundred and fifty pounds "on my recommendation" --in other words if I was convinced that the situation warranted the advance. As I have not recieved from Capt. Yardley anything sufficiently tangible to convince me of his ability to even eventually put the deal over I have refused to pay over to him this money. He is very much displeased about this but I have pointed out that the only thing necessary for him to do to get it is to show me definite results and reasonably sure prospects. This he has not done. I write this so that you may be informed as to man with whom you are to discuss your affairs.

With sincerest and kindest regards, I am,

Yours very truly,

J H Manning

MD/JAM

The Allied Artists Corporation, Ltd.
86-88, Wardour Street,
London, W.1.

P. S.

Mr Rowson of the Ideal Films Ltd. has today called on me and informed me that under no circumstances is Capt. Yardley authorised to use his (Rowson's) name or the name of Mr. Russel or that of Ideal Films or of anyone connected with Ideal Films in connection with the financing of this proposition.

J H Manning

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. RAMSHAW, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

April 26th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Dream Street		288		
Mother & The Law		6408		
The Love Flower		286		
Romance		428		
America		33808		
	0	41218	0	0

Positive stock used

Eastman	33808	
Agfa	6982	
Powers	428	41218

Negative stock used

0

Lenox, Mass.
April 28, 1904.

Lenox Day Study

Dear Sir:

I want to thank you for the two complimentary tickets sent me for "America". My husband and I attended on them, taking with us two to pay — my daughter and granddaughter. We all found it most enjoyable and now know that it added to our knowledge of the events portrayed, and inspired us with greater patriotism. I wish every student of American History in our schools

could see it. Our appreciation, meanwhile, of the accurate outlining and historical setting was most appropriate.

Thank you

Cordially yours,

Minnie L. Allen
(Mrs Elmer H.)

Guest of
Old Shirley Chapter
D.A.R.

Apr 29. 24

My dear Mr. Frel.

I was indeed surprised to receive this last consignment of pictures, and "thank you" seems to me a very mild way to express my gratitude.

I now have them all mounted in a leather album - and they are very attractive.

I know they have cold a great many tickets shown as they were - but now I shall keep the album on the table in a prominent

with a greater reception in the Upper West and West town than you have here.

I find the people from out there seem to be hungry for the least little thing that will help to visualize the early history.

My way long live your "America" and I hope you are planning some others just as good.

Again thanking you I am.

Yours very truly
E. E. Empey
Old South Meeting House
Boston
Mass

place and I am sure
more people will be attracted.
You sent me two applicaler
tickets I sent one to some
friends of mine in Ohio
who are members of the
N.E.A. and also of the
State Teachers Association.
They were here last summer
when the picture was being
made and were very much
interested. I know they
will admire, and many
will be waiting for the show-
ing of "America".
Do you know I have a
feeling that you will meet

Transportation
Washington, D.C.
April 30th 1924

Dear Mr Reporter

Mr Griffith's picture America is inspiring, educational & intensely entertaining. Every American will profit by seeing it; every Society of Patriotic Women will render invaluable assistance by recommending it to the youth of our country.

The moral, historical & patriotic value of the picture make it a sacred duty to commend it.

Yours sincerely
John J Lucally
1510 Buchanan St
N.W.

April 30, 1924

My dear Mr. Griffith:-

"AMERICA" is a great picture, great in every sense of the word.

It is thrilling entertainment, with something in it for everyone, regardless of age or station.

The spirit and the sentiment which inspired "AMERICA" and which pervades every inch of it, cannot be too highly endorsed.

My compliments to you on its success which you so richly deserve.

Yours very sincerely,

Dear Mr. Moore:

Will appreciate it if you will have His Honor sign the above letter on his official stationery. Thank You.

Sincerely
apwaxman

(William Bartlett Reynolds)

The picture "America" is not only most entertaining but contains much of great interest from the historical standpoint. It brings to the present generation a realization of the suffering and self-sacrifice of our ancestors in establishing this Government which must be beneficial.

Secretary of War.

April 30, 1924.

$ [illegible] New York City, April [illegible] 192[illegible]

Four months * * * * * * * * * * * * after date for value received, the undersigned and each of them, if more than one, promises to pay to the **MANUFACTURERS TRUST COMPANY**, or order, at its banking house in the City of New York, Sixty-five thousand and 00/100 * * * * * * * * * * * * * * * * * * Dollars, with interest from date, at the rate of six per cent. per annum, having deposited with said Company as collateral security for the payment of this note and of any and all other liabilities and obligations of the undersigned to the Company and claims of the Company against the undersigned whether now existing or hereafter incurred, originally contracted with the Company, and/or with another and now or hereafter owing or acquired by the Company, absolute or contingent, matured or not matured, the following property, viz:

Assignment of two negatives, positives, film prints and [illegible] of the [illegible] formerly entitled "Black and White" and now known as "[illegible]", all monies arising from the distribution thereof throughout the world, assignment of domestic distribution contract with W. W. Hodkinson Corporation and all foreign distribution contracts made or to be made hereafter.

the undersigned also hereby giving to the said Company a lien for the amount of all of the aforesaid liabilities, claims and obligations, including this note, upon the title or interest of the undersigned in any other property and/or securities left with the Company for safe-keeping or otherwise, or coming to the possession of said Company in any way, and also upon the balance of any deposit account of the undersigned with the said Company at any time existing, such deposit balance and other property to be regarded as additional collateral security for such liabilities, claims and obligations, with the right to the said Company in its discretion to resort first to any part of the collateral and at its option to apply all or any of the net cash receipts from any of said security or any or all of any balance of deposit account of the undersigned with the Company to the payment in whole or in part of any of said liabilities, claims or obligations, applying or distributing the same as it shall elect, whether the item or items on which said payment is applied be due or not (making proper rebate of interest or discount in case of payment of any item not due). If at any time the security for any of said liabilities, claims or obligations shall be unsatisfactory to the Company or any of its officers and the undersigned shall not on demand furnish such further security or make such payment on account as shall be satisfactory to the Company, or if default occur in the punctual payment of any sum payable upon any of said liabilities, claims or obligations, or if the undersigned, or any maker, endorser or guarantor of any of said liabilities, claims or obligations, or any maker, endorser or guarantor of any of said security shall become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed against or voluntary petition in bankruptcy shall be filed by, or if a receiver shall be appointed of the property or assets or any thereof, of the undersigned or any such maker, endorser or guarantor, thereupon any or all of said liabilities, claims or obligations of the undersigned although not yet due or not payable on demand shall at the option of the Company forthwith become and be immediately due and payable. The undersigned further agrees that upon failure to pay this note or any of such other liabilities, claims and obligations on demand or other due date, or upon failure to pay any other of said liabilities, claims or obligations when the same become or shall be declared due, according to the terms thereof, or upon any of said liabilities, claims and obligations, including this note, becoming due in accordance with any of the provisions hereof, said Company may forthwith proceed to collect and receive and realize upon any deposit balance or any stocks, bonds, accounts, bills, notes, claims, rights or property whatsoever held by it as collateral or to which it may be entitled, and also, without demand of performance, or advertisement, or of notice of intention to sell, or of time or place of sale, or to redeem, or other notice whatsoever to the undersigned, all of which demands, advertisements and/or notices are hereby waived by the undersigned, to sell in one or more parcels at public or private sale, or at the New York Stock Exchange, or at any other exchange or brokers' board, at such prices as it may deem best, and either for cash or on credit or for future delivery any or all securities, rights or property of any kind held by it or to which it may be entitled, as collateral security for the liabilities, claims and obligations of the undersigned as hereinbefore provided, with the right to said Company at any such sale, public or private, to purchase the whole or any part of said securities, rights or property so sold, free from any right or equity of redemption in the undersigned, which right or equity is hereby expressly waived, applying the net proceeds to the payment of this note and of any of said other liabilities, claims and obligations of the undersigned to said Company and accounting for the surplus, if any, to the undersigned, who hereby expressly agrees to remain bound for the payment of any deficiency, with legal interest. The aforesaid securities, rights and property may from time to time by mutual consent be exchanged for other property which shall be held by said Company, subject to all the terms of this note, or such collateral security or any part thereof may at the option of the Company be surrendered. Upon any transfer of this note, the collateral held therefor at the time of transfer or any part thereof may be delivered to the transferee who shall thereupon become vested with all the rights and powers above given to said Company in respect thereto, but with respect to any security not so transferred the Company shall retain all rights and powers hereby given. The Company shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights and/or remedies hereunder, unless such waiver be in writing, and no waiver whatever shall be valid unless in writing, signed by the company, and only to the extent therein set forth; a waiver by the company of any right and/or remedy under the terms of this note on any one occasion shall not be construed as a bar to any such right and/or remedy which the Company would otherwise have had on any future occasion.

G. & N. Pictures Corporation

Albert L. Grey President

[illegible] Treasurer

	On account 8/17/24	1074 [illegible]
	On account 8/27/24	630 [illegible]
Applied on [illegible]	9/8/24	189 [illegible]
" " " "	On a/c 9/15/24	412 [illegible]
" " " "	On a/c 9/19/24	409 [illegible]
" " " "	On account 9/26/24	487 [illegible]

IN CONSIDERATION of the making, at the request of the undersigned, of the loan evidenced by the within note, upon the terms thereof, which are hereby agreed to by the undersigned, and of the sum of one dollar, the receipt of which is acknowledged, the undersigned (who, if two or more in number shall be jointly and severally bound), hereby guarantee to the **MANUFACTURERS TRUST COMPANY**, in the City of New York, its successors, endorsees and assigns, the punctual payment of the within note on demand or whenever it becomes due in accordance with any of the terms thereof, and hereby consent that the whole or any part of the security for said loan may be exchanged or surrendered, from time to time, or the time of payment of the within note or of any of the liabilities of the maker thereof may be extended or any of the provisions of said note may be modified, without notice to or further assent by the undersigned, who will remain bound hereon, notwithstanding such exchange, surrender, extension or modification. The undersigned hereby waive presentation and demand upon themselves and upon the maker or makers for payment of said note, and also waive notice of non-payment thereof, notice of intention to sell, advertisement, time or place of sale of the collateral therefor, and all other notice in connection therewith.

Almah F. Grey — Wildcliff, New Rochelle, N.Y.

Albert H. Grey — 1476 Broadway

D. W. Griffith — " "

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York Office,
1476 Broadway,
New York, N. Y.,
April 30, 1924.

Manufacturers Trust Company
(formerly Columbia Bank(,
513 Fifth Avenue,
New York, N. Y.

Gentlemen:

In regard to your loan of sixty-five thousand ($65,000) dollars to G. & H. Pictures Corporation upon the collateral note of said corporation secured by the motion picture called "His Darker Self" and all moneys arising from the distribution thereof throughout the world and all rights therein, we understand that the loan is due to-day.

We hereby request you to renew the loan with the same collateral for four months and at the end of that time to give any further renewal in whole or in part that you may deem advisable. It is understood, of course, that as we heretofore agreed with you, no moneys shall be payable to the undersigned D. W. Griffith, Inc. for cost of production of the picture until all moneys due you with interest are paid, our respective claim being for all purposes subordinate to yours.

Very truly yours,

D. W. Griffith, Inc.

Vice-President.

ALG/CC

ANALYSIS OF PRODUCTION COST U 6 (Jolson Picture) at April 30th, 1934, as per the Corporation Books.

NAME	AMOUNT
Henry Bosch Co.	$124.81
J.M.Austin	23.47
Pay Roll #181	100.00
J.M.Austin	24.00
Pay Roll #182	100.00
Pay Roll #183	100.00
Pay Roll # 184	100.00
Pay Roll #185	100.00
Hepner's	200.00
Oscar Berner	75.00
Pay Roll #186	100.00
J.M.Austin	15.00
Pay Roll #199	1415.00
J.M.Austin	9.69
Charles Walton	9.00
A.Leiser and Co.	138.75
Craftsmen Film Laboratory	29.00
L'Star Laboratory Inc.	36.40
Pay Roll #200	2710.00
R.C.Pictures Corp.	180.03
Charles Walton	6.00
Wright Lumber Co.	22.50
A.W.Gerstner Co.	2.00
Pay Roll #201	7357.93
J.M.Austin	64.83
Pay Roll #202	5248.45
N.Sirlin	21.00
Eaves Costume Co.	299.50
Hepner's Co.	7.25
Tremont Film Laboratory	34.45
Jack Noble	185.07
Di Salvo Bros.	27.50
Display Stage Lighting	2.92
J.M.Austin	89.60
Frederick G.Koch	27.40
Bedford Hardware Co.	66.62
R.G.Brewer	18.81
A.W.Gerstner Co.	64.75
J.A.Mahlstedt Lumber and Coal Co.	221.80
John J.Leahy Electrical Supplies	68.45
Exhibitors Trade Review	4.12
C.M.Conway	28.85
J.M.Austin	101.81
Knickerbocker Chandelier and Supply Co.	15.00
Eaves Costume Co.	3.00
Louis XIV	15.00
John B. Daleo	82.00
Pay Roll #203	4425.88
Pay Roll #204	4092.19
Pay Roll #205	2802.13
Pay Roll #206	3086.19
J.M.Austin	25.90
F.Puglia- Salary	200.00
Gimbel Bros.	119.50
Eaves Costume aCo.	95.00
J.M.Austin- Asst. Cashier	8.85
Redeposit	100.00
Negative	778.75
Positive	636.60
Overhead	3201.40
D.W.Griffith Salary	12000.00
Overhead Salaray	3102.03
Redeposit	2500.00
D.W.Griffith Salary	16000.00
Overhead Salary	2382.90
Negative Film	106.96
Positive Film	70.85
Tests	18.85

Sheet 1

Jolson Picture -5-

Name		Amount
Overhead Expense		$1089.49
Pay Roll #200		435.79
	Total	$71,494.28

Joel; To be printed next Sunday. Best to you & D.W.G. Phil.

Chicago Sunday Tribune

LIONEL BARRYMORE makes his Captain Butler of "America" a man you'd adore to see drawn and quartered. He kids the heroine and feeds the Indians blarney and does all in his power to make America read "Butler's America." Does he succeed? Well—did he? —*Mae Tinee.*

CAROL DEMPSTER as Nancy Montague is a beautiful rebel in D. W. Griffith's "America" until the fortunes of war bow the proud little head; until the slender shoulders bend beneath a weight of woe. This photograph gives you some idea of the fire and beauty and demureness of her portrayal.
—*Mae Tinee.*

[redacted] May 3rd, 1926.

Harry Aronson Esq.,
THE ALLIED ARTISTS CORPN. LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Aronson

1. Nothing exceptional occured this week.

2. No changes were made in the personnel.

3. As the Balance Sheet for the month of April is in course of preparation, I am unable for the moment to give you the Balance for the fourth week of April, until the monthly bills come in, which will be during the course of this week.

4. The total business from each of the branches for the week just ended, amounted to:-

Birmingham	£ 482.10. 0.	
Cardiff	440. 0. 0.	
Glasgow	200.10. 0	
Leeds	30. 0. 0.	
Liverpool	219.10. 0.	
London	617.10. 0.	
Manchester	938. 0. 0.	
Newcastle	120. 0. 0.	
Ireland	4. 0. 0.	£ 3,052. 0. 0.
The Cash Collections for the week amounted to		5,971. 3. 3.

The week just ended was the tale end of Easter, last Monday being a legal holiday. You will note that Leeds and Ireland did very badly . In Ireland there is still trouble regarding the censorship and this necessitates the presence of our Branch Manager in Dublin, preventing him for the time being going out and getting business. However, despite this, he expects to put through a very satisfactory deal this week which will atone for the poor showing last week.

As to Leeds, there is no excuse for his poor showing, but I feel certain this Branch will show big results this coming week.

The Budget Bill is up in Parliament this week and the Chancellor of the Exchequer has recommended the abolition of the Entertainment Tax on all seats up to 6d. Likewise a reduction on all seats between 6d and 1/3. There is also strong talk that the duty of 1d. per foot on positive film and 5d. on negative film will be entirely eliminated to take effect August 1st. This has

[illegible] from all British Companies which may result in [illegible] and [illegible] through. As our responsibility we will [illegible] one copy of the other which them the resolutions and statements within the next week or two days.

Yours sincerely,

ALLIED ARTISTS CORP., Ltd.

(Signed) M. Silverstone.

R. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Howard W. Jackson
Mayor

May 2, 1924.

My dear Mr. Griffith:

"AMERICA" is a great picture, great in every sense of the word.

It is thrilling entertainment, with something in it for everyone, regardless of age or station.

The spirit and the sentiment which inspired "AMERICA" and which pervades every part of it, cannot be too highly endorsed.

My compliments to you on its success which you so richly deserve.

Yours very sincerely,

Howard W. Jackson

Mayor.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. MANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 3rd 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Way Down East		23143		
Birth of A Nation		660		
Orphans Of The Storm		2914		
Dream Street		47		
Mother & The Law		3964		
Fall Of Babylon		3050		
Romance		1986		
America		3695		
	0	39459	0	0

Positive stock used

Eastman	5344	
Agfa	6072	
Powers	28043	39459

Negative stock used

0

BOY SCOUTS OF AMERICA

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WOODROW WILSON, Honorary Vice President
WILLIAM H. TAFT, Honorary Vice President
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COLIN H. LIVINGSTONE, President, Washington, D. C.
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MORTIMER L. SCHIFF, International Commissioner, New York City

GEORGE D. PRATT, Treasurer

ORIGINALLY INCORPORATED FEBRUARY 8, 1910

GRANTED FEDERAL CHARTER BY CONGRESS, JUNE 15, 1916

HEADQUARTERS NATIONAL COUNCIL

THE FIFTH AVENUE BUILDING

TELEPHONE GRAMERCY 1000
"DO A GOOD TURN DAILY"

NEW YORK, CITY

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NELL R. WILKINSON

JAMES E. WEST, Chief Scout Executive

May 8, 1934

D. W. Griffith Productions
1476 Broadway
New York City

Attention of Mr. Lloyd

My dear Mr. Lloyd:

I have had an opportunity to see your picture "America" and want you to know that I consider it one of the finest pictures for boys and girls I have ever seen.

You are to be congratulated upon having produced this picture, and I am sure that every Boy Scout would be interested in having an opportunity to see it.

Very sincerely yours,
BOY SCOUTS OF AMERICA

E. S. Martin

E. S. Martin Jr.
Secretary, Editorial Board

ESM/WL

THE SCOUT OATH

On My Honor I will do my best:

1. To do my duty to God and my country, and to obey the Scout Law;
2. To help other people at all times;
3. To keep myself physically strong, mentally awake, and morally straight.

THE SCOUT LAW

1. A SCOUT IS TRUSTWORTHY
A Scout's honor is to be trusted. If he says he means his honor by saying it is, or by crossing or by not doing exactly a given task, when trusted on his honor, he may be trusted to have done the exact things.

2. A SCOUT IS LOYAL
He is loyal to all to whom loyalty is due: his scout leader, his home, and parents and country.

3. A SCOUT IS HELPFUL
He must be prepared at any time to save life, help injured persons, and share the home duties. He must do at least one good turn to somebody every day.

4. A SCOUT IS FRIENDLY
He is a friend to all and a brother to every other scout.

5. A SCOUT IS COURTEOUS
He is polite to all, especially to women, children, old people, and the weak and helpless. He must not take pay for being helpful or courteous.

6. A SCOUT IS KIND
He is a friend to animals. He will not kill nor hurt any living creature wantonly, but will strive to save and protect all harmless life.

7. A SCOUT IS OBEDIENT
He obeys his parents, scoutmaster, patrol leader, and all other duly constituted authorities.

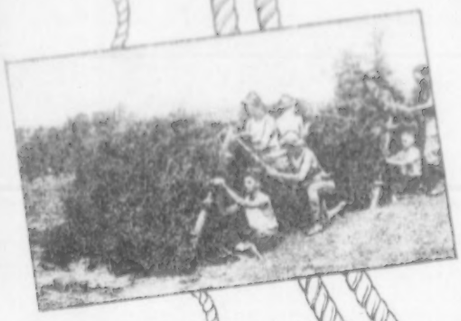
8. A SCOUT IS CHEERFUL
He smiles whenever he can. His obedience to orders is prompt and cheery. He never shirks nor grumbles at hardships.

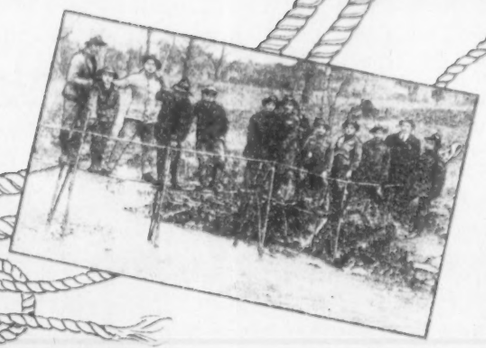
9. A SCOUT IS THRIFTY
He does not wantonly destroy property. He works faithfully, wastes nothing, and makes the best use of his opportunities. He saves his money so that he may pay his own way, be generous to those in need, and helpful to worthy objects. He may work for pay but must not receive tips for courtesies or good turns.

10. A SCOUT IS BRAVE
He has the courage to face danger in spite of fear and to stand up for the right against the coaxings of friends or the jeers or threats of enemies, and defeat does not down him.

11. A SCOUT IS CLEAN
He keeps clean in body and thought, stands for clean speech, clean sport, clean habits, and travels with a clean crowd.

12. A SCOUT IS REVERENT
He is reverent toward God. He is faithful in his religious duties, and respects the convictions of others in matters of custom and religion.





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GRAND TERMINAL BUILDING
100 WEST 42ND STREET
NEW YORK

ALBERT H.T. GANSEVOORT
JOHN W. PENNOYER
H. GLEN LITTLE

TELEPHONE
BRYANT 9880
CABLE ADDRESS
"GEMSON"

May 8th 1924.

Miss C.M.Conway,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:

I enclose Power of Attorney from Mr. Grey to the United Artists Corporation with relation to recovery of prints of "JUDITH OF BETHULIA" in Japan, and which instrument has been visaed by the Japanese Consul.

Very truly yours,

R C Richter

R/GDM

Enc.

REPORT - LONDON

THE ALLIED ARTISTS CORPORATION, LTD.
66-68 Wardour Street
LONDON, W. 1

May 5, 1924

Hiram Abrams, Esq.
The Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended April 26th being the last week in April, amounted to £795.18.9.

The expenses for the week ending May 2nd amounted to £849. 0.11.

The total business from each of the branches for the week just ended amounted to:

Birmingham	£321. 2. 1.	
Cardiff	298.16. 4.	
Glasgow	310. 0. 0.	
Leeds	909. 0. 0.	
Liverpool	73. 0. 0.	
Manchester	278. 9. 6.	
Newcastle	277.10. 0.	
Ireland	397. 0. 0.	
London	411. 3. 9.	£3,276. 1. 8.

The cash collections for the week amounted to £5,113. 6. 9.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
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Lucille La Verne Acts "Sun Up" fo' You-All at La Salle

Lula Vollmer's Play of South Carolina Hill Folks Is Given First Chicago Performance; Gossip of the Stage

Though I'm a man in these arts, the kind Vollmer, which marks into the La Salle last night, is a story of genuine Carolina mountaineers, of the land of the

The late Paris correspondent of this paper, Mr. Vollmer, made a point of the fact that the background against which the human emotion of his play unfold is more than a background, rather a force, a little from outside and behind of the theater, and conditioning the outcome in many different ways of action in real human people who wrestled and struggled with the facility and power.

For in the "Sun Up" can recognize the speech in which the play is written, for the hill country in which the drama is set, actually speaks to the ear with that singing voice of which Carlo especially impressed by Lucille La Verne as a stern and austere mother, with red and grey hair, simple and austere, mighty calmness and a companionable well fashioned speech plot is partly require because of her endurance, bred of isolation and ignorance and her innocent and deeply submerged heroism of soul.

The secluded Carolinians, for whom Miss La Verne spoke charmingly at the close of the play—Miss Vollmer was also present and vocal—may be thanked for this and other types with which the four scenes are frugally but nourishingly peopled. Their homely outlook, their slinking speech, their outlandish ideas and their loyalty to "feud" as opposed to law, beseech the ear and eye the while the writer's onslaught upon the heart is prepared for shrewd and successful attack.

Then the actors come forward, and what might in some hands have been hand-to-bayonet slaughter becomes by their skill that which covers the senses with a creeping relentless atmosphere whose insidious fumes wraithe themselves languidly but certainly around the tendrils of the heart.

As Miss La Verne watches a famished deserter lad devour a supper, the while she carries in her pocket a telegram she can not read telling the death of her own young son on the battlefield, the look on her face does what is necessary to atone for what the carper might be inclined to stress as bald and cold salesmanship in disposing of theatrical situations.

So it is with the other members of an excellent cast. Olga Lane as the young wife of the fallen soldier makes in her youthful way almost as expressive use of a valuable voice and an earnest spirit as does the resourceful and well-visioned impersonator of Widow Cagle.

The son himself is capitally played by Kevett Allan. A picture of another sort, and one most delicately fitted into the action of the play, is that of the witless Bud, a role which, like Miss La Verne's, has been continuously in the hands of its original actor and the wise stage director, Eugene Lockhart, since the first performance of "Sun Up" in a provincial section of New York practically a year ago.

The third and last original member of the company is Owen Meech, who gives a detailed portrait of the permanently inebriescent father of Bud and the young bride. Edward H. Loeffler as the sheriff—ah, yes, this is the sort of play in which there is a sheriff, even though there be few papers and fewer stockings (and those are in use not as savings banks)—Charles Macdonald as a preacher and C. W. Van Voorhis as a deputy fill the remaining roles in American dialect. The only English of the play is somewhat irritatingly to be heard from the lips of Glenn Burdette as the deserter son of the revenue officer who made Mrs. Cagle a widow.

The few things which actually come to pass within the scene of Widow Cagle's cabin are meet for character portraiture, somewhat, thought of course less righteously, in the fashion of the Moscow Art theater. In the same fashion the sponsors of the play have discovered the value of attempting to keep applause stored up until the final curtain.

Though there were ample attempts to express impetuous pleasure between acts last night, no recognition of the audience was made from behind the footlights until the play had run its course. Then a most generous welcome was clapped out, and Miss La Verne made her speech. What it might more interestingly have contained than its graceful apostolic greetings would have been the information for the admiring mules of the audience as to what brand of tobacco the splendid actress has used night after night for lo these forty-nine weeks!

E. S.

Although actually the 49th time she has delivered the lines, Miss La Verne gives them a fresh reading for the Sun Up premiere

Gossip of Plays and Players

By O. L. HALL

LULA VOLLMER's slice out of the life of the Carolina hill-folk made great attention and suitable applause at the theatre petite known as the La Salle, and Lucille La Verne has had here, both in print and in the easy topic about of conversation among the intelligentsia, such praise as any actress might be pleased to hear. Her acting has some elements that are deeply impressive. Her constant suggestion of reserve power and of the Widow Cagle's smoldering fire is big acting. Miss LaVerne, like Miss Vollmer before her, has chopped this woman out of the eternal granite of the Carolina hills, and no one can sit through the performance and not carry away a sense of the overwhelming force of this rude character.

Some persons have burst into hosannas of discovery upon seeing Miss La Verne's performance, but others, who are better broken to theatrical behavior, and whose acquaintance with the playing of this actress goes back beyond day before yesterday, take her fine performance as a matter of course. I shall remember longer her Judith Clancy in William Gillette's "Clarice" than her Widow Cagle, and in saying this I subtract nothing from admiration of her present feat.

Miss Vollmer's genre play is the product of long and close observation of her particular people in their particular habitat. She would have written a better play had she not turned mystic and gone to listening for voices in the air in her last act; credence wavers when the circumambient gloom begins whispering. The author may tell you the hill-folk do hear and see "things," and that her play in no wise violates either psychology or horse sense. One finds fault with this incident not because it is untrue, or too true, but because it possibly represents Miss Vollmer's easiest way out of her dramatic tangle. A somewhat livelier inventiveness might have enabled her to carry her play through to the final curtain in the fine, strong strain which she maintained for two and a half acts.

There is one player in "Sun Up" at whose feet this column would like to place a posy. She is Olga Lane, whose acting of the different hill girl, ignorant but not dull, quiet yet ardent, is as true and believable as anything of the kind could be. In Miss Lane's acting the girl Emmy lives before your eyes, and she teaches you in a few moments more about a simple, honest, eager creature than you could learn in a year living neighbor to her.

SOME good acting expires tonight when "The Horse Thief" goes to its reward. The play is better than its name, and if its authors are at pains to complete roundly the comedy they have so well begun, and find for it a more alluring title, the loving care George Marion bestows upon what is now the title part, and the fine talent which the youthful Ann Harding brings to play upon her fairy-tale girl, may not be wasted.

Whether the play ever is galvanized by whatever process, or is planted where the daisies will spring from its heart, it has served, none the less, to introduce here the pretty towhead and arresting player who goes by the name of Ann. Her return in other employment will be awaited with interest and expectation.

BOWING oneself past Edith Day, the dazzling star of "Wildflower," one makes obesiance before the shrewd comedienne named Esther Howard. She may not be so much in her element as she was in "The Sweetheart Shop," for which one presumes she wears each day a memorial orchid, but she has again an opportunity to display to good advantage her gift for snarling humanity. She is alive and electric, and gives an incandescence to eccentricity. This is the sort of nature which makes the theater a place of high merriment; personages of a difference from the common run are required for all parts in the theater if they are to be well discharged. It takes a brilliant person to set the dullard blue to life, it takes one with a high-born sense of fun and a recreating sense of the ludicrous to personate singular and amusing figures.

Emilie Polini finds employment plentiful in this land. Arriving here from Australia, she is tagged, as this column said yesterday she might be, for the lone girl's part in "The Dulcet." She replaces Pauline Lord in plans for that play, which goes into rehearsal at the Cort tomorrow.

Hatcher Hughes' prize play, "Hell-Bent for Heaven," is still hopeful of finding a Chicago refuge, and hangs outside on the prairie awaiting word to enter the gates.

The Grand Opera house is still under the control of George M. Cohan, as lessee, despite many reports of disposal. However, the Hamlin estate, owning the property, was in negotiation until last night with Melville Raymond, who made an offer for the house, lifting the annual rental $10,000 over the amount paid by Cohan and expressing a willingness to assume the obligation to spend $150,000 in remodeling the house. The deal came to naught. A. L. Erlanger has been another negotiator.

Irene Castle McLaughlin, using the first two-thirds of her name, will return to the stage next Wednesday, replacing Myra Hampton, her good friend, in the musical show called "Sitting Pretty."

VAUDEVILLE

James J. Corbett — PALACE

Cherry Sisters, RIALTO

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CONSOLIDATED PRESS CLIPPING BUREAU
CHICAGO, U.S.A.

CHICAGO ILL. TRIBUNE
TUESDAY, MAY 6, 1924

Griffith Still Walks Movie Heights Alone

'America' Is His Greatest Since 'Birth of Nation.'

"AMERICA"

Produced and directed by D. W. Griffith.

Presented at the Auditorium theater.

THE CAST.

Nathan Holden	Neil Hamilton
Justice Montague	Erville Alderson
Miss Nancy Montague	Carol Dempster
Charles Philip Edward Montague	Charles Emmett Mack
Samuel Adams	Lee Beggs
John Hancock	John Dunton
King George III	Arthur Donaldson
William Pitt	Charles Bennett
Thomas Jefferson	Frank Walsh
Patrick Henry	Frank McGlynn Jr.
George Washington	Arthur Dewey
Richard Henry Lee	P. H. Scanlon
Capt. Walter Butler	Lionel Barrymore
Sir Ashley Montague	Sidney Deane
Gen. Gage	W. W. Jones
Capt. Montour	E. Roseman
Chief of Senecas, Hiakatoo	Harry Semalls
Paul Revere	Harry O'Neill
John Parker, Captain of Minute Men	H. Van Bousen
Maj. Pitcairn	Hugh Baird
Jonas Parker	James Milaidy
Col. Prescott	H. Koser
Maj. Gen. Warren	Michael Donovan
Capt. Hare	Louis Wolheim
Chief of Mohawks, Joseph Brant	Riley Hatch
Lord North	Emil Hoch

By Mae Tinée.

Good morning!

"America," the greatest photoplay D. W. Griffith has made since "The Birth of a Nation," had its Chicago premiere last night at the Auditorium theater. Proceeds went to the people of Chicago for the purchase of the Gilbert Stuart portrait of George Washington.

What a picture! The illustrated story of momentous events in our country's history: Our country that has run red with the blood of patriots; that has been an altar of sacrifice on which, for a common good, fair women and brave men have laid their lives and loves with bitter tears, but no regrets. "America" is David Wark Griffith's tribute to George Washington.

Sometime ago—in May, 1923, I believe it was—the Daughters of the American Revolution wrote to members of the film industry asking why a picture having to do with the Revolutionary war wouldn't be something worth while making. Mr. Will Hays promptly asked Mr. Griffith to undertake the direction of such a film. Mr. Griffith instantly responded that he would and got busy in no length of time.

Though a charming love story runs through the stern business of war as portrayed by "America"—"accuracy" as detail has been the producer's watchword. He's visited battlefields. He's burrowed in histories. He's torn his hair selecting "types." The ride of Paul Revere takes up only a few feet of film—but that ride required three weeks to film.

Of course, one could write columns about this masterpiece. Writing about it isn't the thing that matters, however. The making of it and the seeing it are what should concern you. Wave upon wave of applause greeted it last night.

However, "America" is beautifully done. It carries you along on a wave of enthusiasm. Under the stimulus of the great director the players have thrown themselves heart and head into their work. The result is one great, throbbing, singing, sighing, triumphant harmony. THAT is "America"!

See you tomorrow!

What's Doing Today

CONVENTIONS.

Hollow Building Tile Association....La Salle
Ill. Retail Jewelers' association.....Sherman
International Fur Workers of U. S. and Canada—Executive board .....Morrison
Printing Trades Secretaries-Managers' association ..... Sherman

MEETINGS.

American Clothing association....Auditorium
Chicago Cold Storage association....Sherman
Chicago Evangelical Lutheran conference .....Sherman
Children's Benefit league.....Auditorium
Lutheran Intersynodical commission ..... Atlantic

LUNCHEONS.

American Business club.....Brevoort
Central Lions' club.....Hamilton club
Chicago Business Papers' assn...Gt. Northern
Coöperative club .....Great Northern
Electrical Club of Chicago.....Morrison

EVENING EVENTS.

American Caterers' association [dinner] ..... Auditorium
Chicago Retail Lumber Dealers' association [banquet] .....Congress
Kappa Sigma fraternity .....Great Northern
Phi Delta Alpha [dinner] .....City club
Reserve Officers' association, Cook county chapter [dinner] .....La Salle
Ukrainian society [dinner].....Auditorium
Women's Advertising Club of Chicago [dinner] ..... Congress

ERNST, FOX & CANE
COUNSELLORS AT LAW
40 WEST 40TH STREET
NEW YORK

May 6, 1924.

Albert L. Gray, Esq.,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

I understood from you that your brother was expected from Europe today.

Will you please arrange an appointment for him and yourself with Mr. Jacobs and myself as soon as possible.

Very truly yours,

DJF:DB.

Julian M. Thomas
Law Courier

JULIAN M. THOMAS
COUNSELLOR AT LAW
AVOCAT A LA COUR SUPRÊME DES ÉTATS UNIS
19 Avenue de l Opera
PARIS

Cables : Assthomas : Paris
Téléphones : Gutenberg 77-09
Gutenberg 78-79

102A

May 7, 1924

Messrs Banshaf, Pembleton & Littick
Counsellors at Law
Bush Terminal Building
130 West 42nd Street
NEW YORK

Gentlemen,

Re GRIFFITH VS BARATOLO

This will acknowledge the receipt of your favor of April 21st, 1924, signed by Mr R.C.Richter, and, to be very frank, I must say that I am a little surprised at its contents. I think I know the film business as well as you do, and the "line" contained in your letter seems to me at least cheap and unworthy of a law firm of your standing--if not actually insulting to both Mr Griffith and myself. I suggest that any "indulgence" necessary might be secured in Rome, and not in Paris.

Very truly yours,

Julian M. Thomas

JMT/LC

Form 66

Date 7 MAY 1924

THE MARCONI INTERNATIONAL MARINE COMMUNICATION COMPANY, LIMITED

MARCONI HOUSE, STRAND, LONDON, W.C.2

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Total

To D W Griffith Homeric Lond

Welcome home

Amanda Mrs Albert Grey

THE MARCONI INTERNATIONAL MARINE COMMUNICATION COMPANY, LIMITED

Head Office: MARCONI HOUSE, STRAND, LONDON, W.C. 2.

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D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORDHAM UNIVERSITY

NEW YORK, N. Y.

DEPARTMENT OF PHYSICS

May. 7, 1924.

Mr. Fredrick Roche,
303 Longacre Bldg.,
N.Y.City, N.Y.

Dear Mr. Roche:

On behalf of the faculty of Fordham University, I wish to thank you for your kindness and courtesy in enabling us to secure a print of your picture "America".

Mr. LLoyd arranged for the showing, in your absence, and I am sure you will extend our thanks to him also.

The picture is certainly in a class with he "Birth of A Nation", and as a number of the boys were away on vacation when the picture was shown, we can do nothing better than encourage them to see it at the 44th. St. Theater.

Thanking you again,

I remain, very truly yours,

John S. O'Leary S.J.

Ralph Parlette, Editor
William Tunnel, General Manager
Ginny Tunnel, Associate Editor
Guy L. Hunter, Associate Editor
and Business Manager

The Lyceum MAGAZINE

DEVOTED TO THE LYCEUM AND CHAUTAUQUA
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CHICAGO

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May 6, 1924.

Mrs.Ruth Bryan Owen,
Care Auditorium Theater,
Chicago:

Dear Mrs. Owen:

I think I should write the first letter to you today about the "America" I saw last night. I don't think the $1.10 I paid begins to settle the bill.

So I want to add to it this letter of thankfulness as well as of thanks. The picture in the Auditorium last night made a better American out of me. I have been feeling for a long time that these stirring sacrifices of the founding of the Republic should be brought to the public mind. There is need of real patriotism that is deeper than flag-waving or Decoration Day baseball games. Need for us to relearn what our national heritage has cost us. Need to count our many blessings.

Mr. Griffith has met that need in a wonderful way. He has put into it all the elements of a human interest picture and he has made the patriots of '76 live again with us. I know I am just one of thousands who are writing him this but I hope he will feel inspired to go on with such productions. He must go on making real history live. He is a prophet of the screen and his "America" atones for a multitude of movie sins. He is making better citizens.

What I particularly like about this picture is that it does not enkindle sectional fires as "The Birth of a Nation" has sometimes done, and it does not revive ancient English enmities, placing the guilt on the English king and not on the English people.

You are doing a noble work in promoting this presentation.

Very Truly,

Ralph Parlette

Editor.

May 6, 1924.

Mr. Speele,
United Artists Corporation,
729 Seventh Ave.,
New York, N. Y.

Dear Sir:

As per telephone conversation of to-day, enclosed herewith you will find copy of contract, power of attorney and copy of copyright of "Judith of Bethulia" which I understand is needed by Mr. Pearson before he can proceed to prosecute the people in the Far East who are offering this production for sale.

Will you kindly see that this material is forwarded to Mr. Pearson.

Thanking you,

Very truly yours,

Sec'y to Mr. A. L. Grey

CC

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May 8,1924.

Mr. Albert L. Gray,
D.W.Griffith Inc.,
303 Longacre Bldg.,
New York City.

Dear Mr.Gray,

As requested by you when I called yesterday, I am enclosing a list of territories with an estimated value on each territory for the Hamilton release HIS DAUGHTER HELP. These figures, as stated, are just an estimate of what I hope to be able to get. I may be able to increase these figures, or if the market is particularly bad, will have to reduce them.

My understanding is that for a reasonable time I am to have the exclusive offering of this picture in all the foreign territories except Great Britain and Ireland, Australia, New Zealand and Japan, and that my commission will be 20% of the royalties received. All offers are to be submitted to you of course, for approval. If this meets with your approval, will you kindly confirm this understanding.

I have just spoken to your secretary regarding a show print. It will be necessary for me to have one available and at as early a time as possible.

You may feel assured that I will use every effort to get the best prices available.

Very truly yours,

L. J. Wooldridge

L.J.WOOLDRIDGE.

Great Britain & Ireland

Norway, Sweden & Denmark $1500. & $4500.

Holland $500.00 & $600.

France, Belgium, Switzerland, Monaco $1500.00 & $4000.00

Spain & Portugal $150.00 & $1000.

Japan

Australia & New Zealand

India, Burma, Ceylon, Siam

So. Africa, N. Africa, S.W. Africa

Brazil $300 & $500.

Egypt, Syria, Palestine

Austria, Hungary, Czecho Slovakia, Jugoslavia, Bulgaria, Roumania, Greece, Turkey $4000.00 & $5000.

Poland

Baltic States (Lettland, Estland, Lithvania)

Italy $250.00 to $500.00

Germany

Russia $2000.00

China $350. to $500.

Malay - Strait Settlements

Dutch East Indies

Philippines $250.00

Finland

Argentine, Paraguay, Uruguay
Chile, Peru, Ecaudor, Bolivia } $1200. to $1500.

Venezuela, Columbia, Nicaragua (Central America)

Porto Rico, San Domingo - Cuba $300. to $350.

Mexico $500.

~~Cuba~~

~~Syria, Palestine~~

May 8, 1924.

Mr. D. J. Fox,
Brunt, Fox & Crane,
10 East 43rd St.,
New York, N. Y.

Dear Mr. Fox:

Replying to your letter of May 6th, Mr. Griffith will not arrive from Europe until late this afternoon.

I will arrange an appointment at the earliest possible moment and advise you accordingly.

With best wishes,

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

May 6, 1924.

Mr. J. Wooldridge,
Educational Pictures,
729 Seventh Ave.,
New York, N. Y.

Dear Mr. Wooldridge:

I find, in looking over some correspondence, that we have given permission to a firm abroad who have disposed of several of Mr. Griffith's production, to negotiate for the sale of "His Darker Self" in Germany, Poland, Roumania, Turkey, Russia, Hungary, Bulgaria, Greece, Border States, German Austria, Jugo-Slavia, Egypt, Syria, and Palestine. As far as we know at the present writing they have not consummated any deals, but no doubt they are working on the matter.

I thought it best to advise you regarding this immediately so that it would not conflict with your negotiations. The balance of the foreign territory is available with the exception of Australia, New Zealand, the Far East and the British Isles.

With best wishes,

Very truly yours,

President.

G. & H. Pictures Corp.

ALG/CC

D. W. Griffith Confirms Report That Italian Representatives of Banking Syndicate Are on Way to America to See Him, but Refuses to Make Comment

5/8/24

WANTS THEM TO DO TALKING

BRIEFLY confirming the report published in yesterday's issue of The Morning Telegraph that members of the Italian Banking Syndicate are on their way to this country to see him, D. W. Griffith declined to discuss the matter. Mr. Griffith said that he had received a cablegram early Tuesday that Mr. Serrao and another member of the syndicate would sail on the following day on the Olympic. "I would prefer that these gentlemen would explain the purpose of their visit themselves," the producer-director said.

It was the general belief yesterday that the members of the syndicate were coming over with power to close with Mr. Griffith for the big Italian picture. Several questions which were left up in the air at the time of the Rome conference, it was thought, have been satisfactorily answered by an official of the bank who at that time was not in Italy.

Griffith and the Italian Picture

David Wark Griffith returned from a flying visit to Rome on the Homeric Thursday, and the matter of making a big picture for the syndicate of Italian bankers is definitely up in the air. Mr. Griffith has not had the facilities for making a big spectacle in Italy up to the standard he has set for his big productions. The studios are not yet equipped sufficiently for the big work. Mr. Griffith said that he could not film such a set as they would want. He also found that working with a mixed American-Italian cast would not be beneficial. He does not speak Italian, and therefore would have to direct through an interpreter. Inasmuch as he takes his players through every scene, step by step, he feared that this would not turn out well.

However, he found that a big modern studio is now nearing completion, which will have all the facilities needed. That leaves the question of cast up in the air. Perhaps that can be arranged and a few months may see the Director hard at work on his world picture. In spite of that negative result, Mr. Griffith said that he had a wonderful trip. He saw Italy under Mussolini and his special guests, a great world drama in itself. He saw the revivified country, pep and energy everywhere, nobody out of a job and everybody, to all appearances, contented.

GRIFFITH RETURNS UNDECIDED ABOUT AN ITALIAN FILM

Movie Producer Says That Mussolini Is Another Genius Like Napoleon

D. W. Griffith, the film producer, returned on Thursday from a visit to Italy, still undecided about the offer he has received to make a picture for the Italians, but filled with enthusiasm for Mussolini and the Fascisti movement in Italy.

"Mussolini," he said, "is a great man, with the allegiance of youth behind him. He could do great things. Who knows but that he may be a Napoleon who'll amaze the world?

"Italy is no longer a slow, easy going country. Mussolini has American ideas. He makes things about him hustle. He has an army of his own of 300,000 men, who serve without pay, young patriots, who'd jump into the river if he told them to. Where the money comes from to support this army no one seems to know.

"It's a young men's government. Mussolini has a first consul, who is not more than twenty-seven years old and has the physique of Jack Dempsey. This consul's office is draped in black and dimly lighted. A skull rests on a table beside him and a pair of boxing gloves hangs in a closet.

"The country is prosperous and mad about Mussolini. I believe that anything may happen in Itaaly, as the result of this Fascism. I should like to put into a film the remarkable spirit of the Fascisti."

Mr. Griffith went to Italy at the request of native bankers interested in the film industry. They wanted him to take hold and see if he could not bring Italian pictures up to date. It distresses the Italians, he said, to have British and American films better than their own. He said he would consider the Italian proposition further in about three months.

Griffith Returns This Week

D. W. Griffith, who sailed for Italy on April 16 to confer with a syndicate of Italian bankers for the making of a big picture in that country, is a passenger on the Homeric which arrives Wednesday or Thursday of this week. At the time Mr. Griffith went abroad he had no idea of remaining out longer than it would take him to ascertain what the plans of the syndicate were and how he fitted with them.

However, it is thought that he is returning a little sooner than he originally intended. There are several reports over this. One is that his health is not of the best. The other is that he found that the syndicate was not willing to advance the money he thought necessary for the great spectacle which would aid in rehabilitating the industry over there which suffered so grievously in the war. All this is mere report, however, without any confirmation. He will be able to set matters straight when he arrives.

[illegible]

United States Senate,

COMMITTEE ON
PRIVILEGES AND ELECTIONS

May 9, 1924.

Mr. Griffith's AMERICA is a heroic drama of the American Revolutionary period, which stimulates powerfully sentiments of American patriotism, while it thrills and grips the emotions.

Selden P. Spencer

(Missouri)

May 9th, 1924.

Mr. J. A. Manning,
25 Victory House,
Leicester Square,
London, W.C.2, England.

Dear Mr. Manning:-

Your report of contracts sold, week ending April 25th, 1924, which you sent to Mr. Grey sometime ago, has been turned over to me.

I find on this report you have listed four contracts and have accepted less than fifty (50L) pounds per contract. I have taken this matter up with Mr. Grey and he tells me he has not authorized the acceptance of anything less than fifty (50L) pounds per contract on WAY DOWN EAST. Will you kindly advise me, who gave you the authority to accept the following contracts at the price mentioned:-

Birmingham-Oxford Theatre-6 days-25L
Wellington-Town Hall-6 days-30L
Padiham-Grand Picture Theatre-6 days-35L
S. Elmsall-Empire Theatre-6 days-40L

An early reply to this letter will be greatly appreciated.

Sincerely yours,

D.W. GRIFFITH, INC.

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WILLIAM KENNELLY,

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D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

KATE CLAXTON, IN HER HEYDAY AMERICA'S BERNHARDT, BURIED

Kate Claxton—the Sarah Bernhardt of America they called her a generation ago—and the heroine of the great Brooklyn theatre fire in 1876, was buried yesterday from the Little Church Around the Corner.

Kate Claxton

When death came to her at the age of seventy-four last Monday it was at the end of a tempestuous and eventful career.

She went through two other theatre fires; her only son committed suicide; her husband divorced her; she was on the stage in half a dozen theatre panics.

But through it all she was philosophical. To her friends she talked of a brighter tomorrow. Her coolness at the Brooklyn theatre fire made her famous.

Delegations from the Episcopal Actors' Guild and the Professional Woman's League, augmented by scores who remembered the actress in what was regarded as her best impersonation, that of Louise the Blind Girl in "The Two Orphans," filled the body of the church.

Services were conducted by Dean Randolph Ray of the Actors' Guild, assisted by Father William Phillips, curate.

Miss Josephine Cone, sister, and Julian Meredith, grandson of the deceased, were present. Others in the church included:

Burr McIntosh, Brandon Tynan, Mrs. Frederick Bond, Frank Burbeck, Ida Mulle, Robert Campbell and Mrs. Jeffreys Lewis. Interment was in Greenwood cemetery.

Friends say that Miss Claxton died well to do, owning the rights to "The Two Orphans," from which D. W. Griffith filmed "Orphans of the Storm."

(Other pictures on page 17)

KATE CLAXTON, ACTRESS, IS DEAD

Star of the Older Generation Dies at Seventy-Four, After a Short Illness.

Kate Claxton, actress, was found dead in bed at her home, No. 355 West 15th Street, yesterday morning. She had been in good health until a few weeks ago, when she caught a heavy cold.

Although seventy-four, she had until the last obeyed her own six rules for keeping young, cheerfully putting out of mind recurring misfortunes. Her rules were: "Don't brood. Live in the present. Live in the heart of a city. Keep busy. Don't be selfish. Laugh every day."

She played leading roles in scores of plays, but the role for which she has been famous almost fifty years was in D'Ennery's "The Two Orphans." Written as a pot-boiler, the play swept the civilized world and Kate Claxton, as Louise, the blind girl, rode the crest of fortune with it.

In her first season in this play she and her husband, Charles A. Stevenson, who played with her, made $50,000. Later her fortune waned and, after an ill-advised managerial venture in Brooklyn, she was bankrupt. She had acquired rights to "The Two Orphans," however, and this aging piece continued to bring in money. Unlike many other actresses of her time, she died in comfort.

She was born in Somerville, N. J., in 1850, the daughter of Spencer Wallace Cone. In 1870 she made her first public appearance with Lotta Crabtree, then at the height of her fame. In the fall of the same year she became a member of Augustin Daly's Fifth Avenue Theatre company. Two years later she began to play the principal comedy roles in A. M. Palmer's Union Square Theatre. She became a star in 1876 and thereafter was successful in many parts.

After retiring in 1911 she was active in the Professional Women's League and was a patroness of the Stage Children's Fund. At seventy-one she was described "as vivacious as a girl of sixteen."

"The woman who wishes to keep the lines of her mouth with the upward curves," she explained then, "must laugh, not once but many times a day. It isn't always easy; it wasn't for me. My life was not always happy; there were several shocks from fires and many little unpleasant incidents. I have had six babies, and many times I had to sit up all night on the train with a baby in each arm."

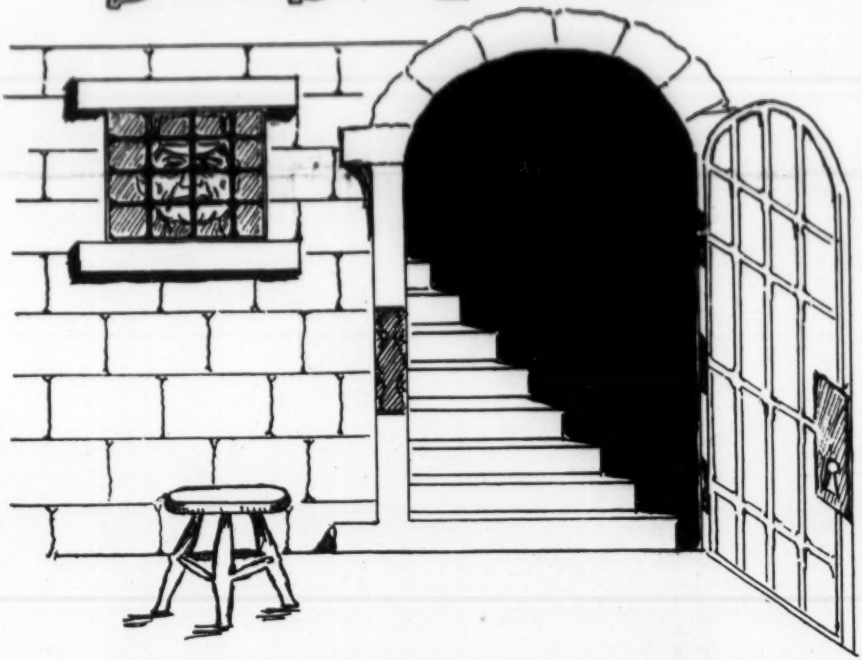
Chief among the shocks she spoke of was the fire in Conway's Brooklyn Theatre, Brooklyn, in 1876, in which 289 persons lost their lives.

Her husband, with whom she had lived thirty years, quietly obtained a divorce in a Western State and married a younger woman, disregarding her fight to have the decree set aside. One of her sons committed suicide. Her other children died.

Among her plays, in addition to "The Two Orpahns," were "The Sea of Ice," "The Double Marria[illegible] "The Snow Flower," "Bootle's B[illegible] "Frou Frou" and "The [illegible] inst Her."

[illegible] is survived by a sister, [illegible] nephew and one g[illegible] [illegible] services will be h[illegible]

Foot of the Stairway at Sing Sing Prison



SING SING PRISON, a huge pile of masonry and steel bars, was built a century ago. The laying out of the plan was brutal in its conception, and bears out today — "man's inhumanity to man."

The cell-block consists of about one thousand cells, tier upon tier, in the form of galleries. Each cell is seven feet long by three feet six inches wide. The lower tier of cells is built below the water level of the Hudson River.

These cells are damp and clammy, — breeding tuberculosis, rheumatism and kindred diseases; torture — physical and mental.

They contain an iron cot, a stool and the disease breeding bucket. Ventilation is negative. Sunlight and air are almost unknown.

Men cannot be expected to improve under these conditions; if anything, they are made worse, and yet from this crime breeding atmosphere, men do come out and make good if only a chance is given for them to earn an honest living.

When a visitor enters the prison he is ushered into a low (ceiled), heavily guarded room at

The Foot Of the Stairs

On one occasion a young man, hardly more than a lad, received a visit from his Mother.

The Mother, controlling all her sorrow and heartache, received her boy with smiles and laughter, subduing the tears that she shielded by her Mother love.

During the visit, and while the Mother was laughing and talking, the young prisoner jumped up, threw his arms about her and kissed her, and said good-bye.

After he went to his cell, he wrote her and said, "dear Mother, I did not have to go back just when I did, but I did so as I wanted to go back into my cell

carrying with me your smile, because if I had waited until my time was up, you would have broken down and I would have carried your unhappiness back with me to my cell."

In prison there are human hearts that ache and Mothers outside who suffer for their wayward boys.

This boy's Mother has gone to her reward, and the boy, now grown to manhood, is released from prison. His worldly possessions—a suit of clothes and ten dollars from the State.

The Welfare League's representative meets him at the Grand Central and finds work and shelter for him.

We wonder if you would not want to be a subscribing member in such a sum as you deem worthy of a cause to help men who have paid the price and want to go straight. If so, will you not fill in the enclosed membership blank and mail it in with your subscripton to:

THE WELFARE LEAGUE ASSOCIATION
5937 Grand Central Terminal
New York City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

May 10th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Way Down East		5432		
Birth of a Nation		14009		
Orphans Of The Storm		11021		
Mother & The Law		26		
Romance		33		
Fall Of Babylon		54		
America		23668		
	0	54243	0	0

Positive stock used

Eastman	23668	
Agfa	14089	
Powers	16486	54243

Negative stock used

0

MAGNUS JOHNSON,
MINNESOTA.

United States Senate,
WASHINGTON.

May 18, 1924

A wonderful picture! It shows among other things that the farmers were our earliest pioneers and that they suffered much for the cause of American freedom. The picture will also make thousands of friends of the cause of peace by its wonderful showing of the horrors of war.

MAGNUS JOHNSON

GENERAL OF THE ARMIES
WASHINGTON

May 12, 1936.

Mr. David Wark Griffith,

Mamaroneck, N. Y.

My dear Mr. Griffith:

While I have not yet had an opportunity of seeing your picture "AMERICA", yet if the remarks I receive concerning it are correct it is an inspiring presentation of incidents in the early history of our country. Your generous action in appreciation of the services of Regular troops, which will be of great benefit to the incapacitated in the Walter Reed Hospital, is to be commended. But I am wondering if there is not a more important public service to be rendered by this picture. It seems to me that if "AMERICA" could be shown in those moving picture theatres throughout the country where the price of admission is within the reach of the poorest it would contribute materially to the patriotic education of our newly adopted citizens and the younger generation of the masses.

The large financial investment required in the production of such a picture naturally imposes upon you and your associates the necessity of securing appropriate returns for the money and risk involved. Then, too, I suppose that in time pictures of this nature are shown in the low-priced theatres for a moderate admission charge, but I understand that then the reels are not only second-hand in fact but also in appearance on the screen. I do not know that there is anything that can be done in this matter, but I would like to put myself on record with you as being disposed

to take any appropriate action within my power to assist in such a patriotic enterprise. Perhaps it might be possible without detriment to the financial interests represented to release "AMERICA" to those theatres whose admission price is normally the lowest, at a rate or charge comparable to what they now pay. The publication of the reasons for taking this step should certainly appeal to the public, and it would not seem that those who patronize the high-priced theatres would in many instances take advantage of this arrangement.

This suggestion may be wholly impracticable, and I merely offer it for your consideration.

Cordially yours,

John J. Sterling

COPY

General of the Armies

Washington

May 12, 1924

Mr. David Wark Griffith,
Mamaroneck, N.Y.

My dear Mr. Griffith:-

While I have not yet had an opportunity of seeing your picture "AMERICA", yet if the reports I receive concerning it are correct it is an inspiring presentation of incidents in the early history of our country. Your generous action in appreciation of the service of Regular troops, which will be of great benefit to the incapacitated in the Walter Reed Hospital, is to be commended. But I am wondering if there is not a more important public service to be rendered by this picture. It seems to me that if "AMERICA" could be shown in those moving picture theatres throughout the country where the price of admission is within the reach of the poorest it would contribute materially to the patriotic education of our newly adopted citizens and the younger generation of the masses.

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This suggestion may be wholly impracticable, and I merely offer it for your consideration.

Cordially yours,

(Signed) John J. Pershing

C O P Y

THE ALLIED ARTISTS CORPORATION, LTD.
88-90 HARDOUR STREET
LONDON, W. 1

May 18, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - LONDON

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended May 9th amounted to £872.10.1.

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£416. 2. 3	
Cardiff	301.16. 6	
Glasgow	210. 0. 0	
Leeds	413.10. 0	
Liverpool	235. 0. 0	
London	625.11. 4	
Manchester	498.16. 3	
Newcastle	247. 0. 0	
Ireland	147. 0. 0	£2,994.16. 4

The cash collections for the week amounted to

£10,202.18. 9

Yours sincerely,

(Signed) M. Silverstone

Office of Manager,
ACADEMY OF MUSIC
Baltimore, Maryland
Direction
Messrs. Lee and J.J. Shubert

Shea 165A

BALTIMORE, MD.....May.13.....1924.

Mr. A.L. Grey
Griffith's Pictures
N.Y. City.

My dear Grey,-

Enclosed, find notice of protest. sent me by Federal Reserve Bank of Ricmond Va. This check made out to Pat. Campbell.

Have taken this matter up with the Commonwealth Bank as your representative, and they have explained the circumstances as follows.

Mr. Daniel Shea, (God Rest His Soul), had taken out his bank account personally instead of manager, therefore the account is not transferable. Any checks going through at present will be protested.

Have written to his brother Andrew Shea, to forward a letter signed by all members of his family, waiving all claim to said account which he did and I filed same with the Bank.

Of course this is only the first step. and feel quite sure that this will have to taken up with your legal department

I will be here until Saturday morning so anything you re-request, will be pleased to do for you.

Wishing you all the luck in the world with your picture
I am
(signed)Thomas F. Tyrrell. MANAGER.

105 4

May 15th 1924.

Office of Secretary
130 W. 42nd Street,
New York City.

Mr. Shay,
292 Halsey Street,
Brooklyn, N.Y.

Dear Sir:

As you undoubtedly know, your late brother, Mr. Daniel Shay, was our Company Manager at Baltimore. At the time of his death he had deposited in his own name in the Commonwealth Bank at Baltimore the sum of $1189.14, which amount was to be paid to us in accordance with the usual custom. Unfortunately his illness and subsequent death resulted in our being unable to withdraw this money from the said account and greatly inconveniences our road-show activities.

We are bringing this matter to your attention hoping that you can make it possible for us to obtain this money without waiting for the usual process of the Law to unravel the red tape involved in such a case and we are therefore taking the liberty of making a suggestion. Would it be possible for you to send us your check for this amount with the understanding that you are to be reimbursed for our account at the time of the settlement of your late brother's estate, or if not we would a preciate it greatly if the payment of this money could be expedited in some other manner.

May we be permitted to state that our esteem for your brother, Dan, was very high, as was likewise our regard for him, and we wish to convey to you our sincere sympathy in your bereavement.

Thanking you for your courtesy and attention, we remain

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By:_____

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R/GDM

May 13th, 1924.

Mr. Bert McKenzie,
Manager D.W. Griffith's "AMERICA",
Poli's Theatre,
Washington, D. C.

Dear Mr. McKenzie:-

On checking over your manager's statement for week ending April 26th, under the heading of "Special Expense" you have charged $1,006.89.

After going through this voucher, I find all the bills O.K., with the exception of one item for Mrs. Owen. This calls for six seats, at $2.00, $12. On your voucher cover you have charged six seats for Mrs. Owen, $6.00, therefore there is an error of $6. This $6.00 evidently should have been charged as an expense, making this voucher read, $1,012.89 but you have already paid us the profit for week ending April 26th, so it will be necessary for you to carge this $6.00 on your statement for week ending May 17th.

You can use this letter for your authority to make this charge.

Very truly yours,

D.W. GRIFFITH , INC.

RBA:REB

May 13th, 1924.

J.A. Whipple Corp.,
Hotel Touraine,
Boston, Massachusetts.

Gentlemen:-

On May 2nd our manager Mr. G.J. Vion, paid you an item of $952.20, covering charges for Mr. Griffith's party at your hotel, from March 2nd to March 9th. On your summary sheet, No.335092, for Mr. B. Turner who occupied room 609, you show a charge of $115.75 and on your statement dated March 31st, you show a charge for Mr. Turner of $131.15 making a difference of $15.40.

On your statement charges are sub-divided as follows:-

Room 609-9 days-	$82.50	
Dining-room	46.10	
Miscellaneous	2.55	
	TOTAL	$131.15

On your summary sheet room charges are	$67.57
Dining-room	46.10
Miscellaneous	2.15

Evidently the difference was made up in $15.00 in room charges and $.40 in miscellaneous charges. It is requested that you refund to us the difference of $15.40, which is an overpayment to you, according to the summary sheet submitted.

Very truly yours,

D.W. GRIFFITH, INC.

RBA:REB

124

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS B. GERHUNN
LEROY KENT
SIDNEY BARS, JR.
MAURICE J. COLLINS
JOS. A. MCCANLESS
ANDS L. BETHARD
LINCOLN S. RAMSDELL
DREW MULLER

Prince & Ripley

Westchester County Realtors

444 MADISON AVENUE
NEW YORK

TELEPHONE: MURRAY HILL 0000-0000

BRANCH OFFICES:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
GLEN COVE, N. Y.
SCARSDALE, N. Y.
SECRET FARM

PLEASE REPLY TO

White Plains

May 15, 1924

Mr. Albert H Banzhanf
130 West 42nd Street
New York City

My dear Mr. Banzhanf:

I am returning herewith the proposed option between B W Griffith Company and myself for Flagler's Island. I did not have a chance before you left to go over the revised form of the option with you and therefore could not advise you as to my feelings in the matter.

The option, of course, was not definite enough to justify me in spending any amount of time or money in developing a sale. I found that my prospective purchaser was not willing to go ahead unless the consent of the stock holders had first been obtained, and, now in view of the lateness of the season I cannot get him to go ahead as he feels that it will have to be carried through another season with consequent over head charges.

Under the circumstances I would be glad if you would return to me the check which was put through the bank by mistake. I know what I can do with this property if I can get it into shape to subdivide but I can't get anybody to put up the necessary money.

I believe my plan is a feasible one. That is to separate the beach from the rest of the property and organize a Beach Club. I have just gone through the organization of the Orienta Beach Club which has proven to be very much needed. The balance of the property could easily be subdivided and sold off in one hundred foot plots. If the Company would consider a proposition from me to take over the development of it on their account, I believe the cash payment of $150,000 , as specified in this proposed option, would be in the Company's treasurery within six months.

Very truly yours,

L WARD PRINCE

LWP:FR
ENCL

WILLIAM KENNELLY : 1897 ESTABLISHED 1897 ORTAR L. KENNELLY, INC. : 1922 WILLIAM KENNELLY : 1922

WILLIAM KENNELLY,

(INCORPORATED)

REAL ESTATE BROKERS, AUCTIONEERS AND APPRAISERS

149 BROADWAY
(SINGER BUILDING)

TELEPHONES 1227 2576 2577 2578 2579 2580 2581 CORTLANDT

MEMBERS OF THE REAL ESTATE EXCHANGE
AND THE REAL ESTATE BOARD OF NEW YORK

124

New York,
May 15, 1924

Mr. Albert Banzhof,
130 West 42nd Street,
New York, N.Y.

Dear Sir:

Agreeable to my conversation with you today, wish to say that a Mr. Edward White will, no doubt, be in to see you in regard to purchasing the Mamaroneck property, belonging to Mr. D. W. Griffith.

It is understood, of course, if anything is done in this matter we will be entitled to our commission as brokers.

Very truly yours,
WILLIAM KENNELLY, INC.

By Russell M. Page
C.

RMP:RC

PHONE: GERRARD 1769

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMS. RE GATES TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

Thirteenth Day of May,
Nineteen Hundred and Twenty Four.

Albert L.Grey, Esq.,
303, Longacre Building,
New York City.

Dear Mr.Grey,

Re "HIS DARKER SELF" - I have seen Mr.Russell and he states that the Ideal do not think that they can release the picture on satisfactory returns to you. He does not think that it is a suitable subject for their organisation, and that you will be satisfied with the amount of booking they would get.

I have shown "HIS DARKER SELF" to Mr.Vogel, and he appears to like the subject. He mentioned that he was over here trying to tie up the Hodkinson Pictures, and said that if this deal is successful he will endeavour to tie up "HIS DARKER SELF" with them. I told him the terms you were expecting were £2,000 against a percentage proposition, and he promised to let me hear from him as soon as he has any definite news. In the meantime, I told him I would not show the subject to anybody else until I got a definite reply from him.

As I mentioned before, it does seem a mistake on the Ideal's part in turning this subject down as there is no doubt there is a growing audience for Lloyd Hamilton over here, and as they have handled his other comedies they should, to my way of thinking, have handled this one.

With kindest regards.

Yours sincerely,

Walter Gifford.

P.S. Please advise me countries open for "HIS DARKER SELF"

W.G.

See AMERICA First

BUSINESS ESTABLISHED JULY 1891

TELEPHONE: 1941 CORTLANDT

BRYAN L. KENNELLY,
(INCORPORATED)
REAL ESTATE BROKER, AUCTIONEER AND APPRAISER.

Money loaned on Bond and Mortgage.

149 BROADWAY
(SINGER BUILDING)

MEMBER OF REAL ESTATE BOARD OF NEW YORK
AND N. Y. REAL ESTATE EXCHANGE

New York,
May 14, 1923

Mr. D. W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

During your absence in Florida I submitted a proposition to Mr. Banzhaf and Mr. Grey regarding the disposal of your property at Mamaroneck Point. Mr. Banzhaf said that he had forwarded our proposition to you and I am taking the liberty of writing you direct to see if you intend disposing of your property this spring or summer. It takes from four to six weeks to prepare an auction sale of this kind so it will be necessary to come to a decision as soon as possible.

As I stated in my letter to Mr. Grey, we feel that we can realize nearly $600,000. net to you for the property if laid out as our engineers plan same, map now in possession of Mr.Banzhaf. On all of the lot sales held by us, including the Westchester Country Club, Breck Estate at Port Chester and various other large lot sales we realized an average of fifty-two percent cash and successfully disposed of every lot offered. We feel confident that we could do the same for you.

Mr. Kennelly and I would like very much to have the opportunity of meeting you and Mr. Banzhaf at any time and discuss the matter in detail.

Awaiting word from you, I am

Very truly yours,

Bryan L. Kennelly,Inc.

By R. M. Page

RMP:RC

May 14, 1924.

Mr. H. J. Fritzsche,
Transocean Film Company,
Berlin, Germany.

Dear Mr. Fritzsche:

I regret that I was unable to see you while you were here, but you were busy, and I was busier.

On Saturday, through the Interocean Forwarding Company, I sent you a print of a five reel comedy entitled "His Darker Self" starring Lloyd Hamilton. This picture is owned by me personally, and I would appreciate anything you can do to dispose of the rights. I am attaching herewith a list of the prices I think it should bring in the various territories.

With kindest regards, and trusting this finds you enjoying good health, I remain

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

May 14, 1934.

Prices Quoted to Transocean Film Company, Berlin

on "His Darker Self"

Germany (including Danzig, Memel District & Luxemburg)	3,000
Finland	1,200
Border States (Estland, Livland & Kurland)	1,200
Russia	2,000
Poland	1,200
Jugo-Slavia	1,200
Czecho-Slovakia (O. K. to sell on this picture only)	1,500
Roumania	1,200
Austria	1,500
Hungary	1,200
Greece & Turkey	1,200
Egypt, Syria & Palestine	1,500
Bulgaria	1,200

$1,200.00 NEW YORK CITY, MAY 16, 1928

ON JULY 14TH, 1928 = = = after date we promise to pay to

the order of = = = = = D. W. GRIFFITH = = =

ONE THOUSAND TWO HUNDRED AND 00/100 = = = = Dollars

Payable at MANUFACTURERS TRUST COMPANY, 4144 B BROADWAY, NEW YORK, NEW YORK.

Value received D. W. GRIFFITH, INCORPORATED.

No. Due ---7/14/28--- TRUS.

PHILADELPHIA HIGH SCHOOL FOR GIRLS
SPRING GARDEN AND SEVENTEENTH STREETS
PHILADELPHIA

OFFICE OF THE PRINCIPAL

May 15, 1924.

Mr. D. W. Griffith,
Chestnut St. Opera House,
10th & Chestnut Sts.
Philadelphia, Pa.

My dear Mr. Griffith:

I am in receipt of the specially priced tickets for the production of "America", now playing at the Chestnut St. Opera House.

We are very glad to have these, and shall attend to their distribution among our students. Several weeks ago, I saw the production and was delighted with it. I agree with you that it is a film with strong educational values.

With appreciation of your courtesy.

Very truly yours,

Jessie E. Allen

(Jessie E. Allen).

Principal.

JEA/L.

D. W. Griffith's

AMERICA

CHESTNUT ST. OPERA HOUSE, PHILADELPHIA

TWICE DAILY, 1.30-8.30

May 15th, 1916

My Dear Mr.Austin:-

Enclosed please find Extra Advertising Bills for week ending May3rd, Mr.Mark Wilson and Mr. Atkinson have both ok same,and will continue to do so for the balance of our engagement. You will note all the Newspaper bills are made out to the Chestnut St. Theatre this was done to get the best of the rates,otherwise it would of cost us from Two Hundred to Two Hundred and Fifty Dollars a week more,and another thing the papers would not give us the credit,and allow these bills to run as long as they have if they were not charged to the Theatre. The Camden Courier bills are all right and belong to us,we use this paper ever week,and those bills are for week ending April,19th,and April 26th, I have a bill here for $577.00 Mr D.W.Griffiths hotel bill that has been standing for over seven weeks,and the Hotel Bellevue Stratford are very anxious that same be paid. The theatre will not allow me to draw any money to pay this bill until all the local bills are paid that have been charged against the theatre. Cant you send me a check for this amount so I can settle this account. I am enclosing a letter received today from the Miner Litho.Co.

D. W. Griffith's

AMERICA

CHESTNUT ST. OPERA HOUSE, PHILADELPHIA

TWICE DAILY, 2.00-8.00

I will clear up all the local bills against "AMERICA" this week, but I still have about $2400.00 of New York bills that they are writing for every day. I hope I have covered everything, and have made the situation over here clear.

Very truly yours,

"AMERICA" Co.C.

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 16

RECEIVED AT 64 BROAD STREET, NEW YORK, AT ——— M. DATE MAY 16 1924

RFKSGUFTCI

PARIS 28

LOO ALBERT BAYZHAF

140 WEST 42 ST NEWYORK

FIRM WHO BOUGHT ORPHANS FRANCE ASK FOR COPY GRIFFITHS LIGHTS WHICH THEY NEED ESTABLISH THEIR RIGHTS IN LITIGATION PENDING

SMITH

102A

D 534

TELEPHONE: BROAD 5100 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin.

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

CLASS OF SERVICE DESIRED

	Full Rate Radiogram
X	Deferred Radiogram
	Letter Radiogram
	Week End Radiogram

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged. See back of this blank.

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

DEFERRED MAY 16 1924

102A

UTARTISTU PARIS (FRANCE)

ORPHANS PAPERS WITH JULIAN M THOMAS YOUR CITY SUGGEST YOU COMMUNICATE WITH HIM AUTHORIZE YOU PAY THOMAS BILL AGAINST GRIFFITH TWOHUNDRED DOLLARS AND CHARGE GRIFFITH REGARDS

BANZHAF

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

WESTERN UNION
TELEGRAM
NEWCOMB CARLTON, PRESIDENT GEORGE E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the station calling, the message is a telegram. Other classes of service indicated by the symbols appearing after the text.

RECEIVED AT

1924 MAY 16 PM 7 52

1924 MAY 16 PM 7 23

CM126 SH4 BLUE GOLDEN 1/71

CHICAGO ILL 16 5177

D W GRIFFITH

44 ST HEATRE NEWYORK NY

THE MORGAN RANGERS AD USED THIS WEEK RUPERT HUGHES AD BEING USED SATURDAY AFTERNOON AND SUNDAY PAUL REVERE AD WILL BE USED NEXT WEEK ALL THESE IN ORIGINAL SIZE STOP AM ALSO USING THE LEADING GERMAN PAPER THE TWO LEADING JEWISH PAPERS NATHAN STRAUS AND JERUSALEM ADS ORIGINAL SIZE INCLUDED IN THEM ALSO USING THE TWO CATHOLIC WEEKLY PAPERS OFFICIAL ORGANS OF THE CHURCH AND K OF C AND DO

RECEIVED AT

1924 MAY 16 PM 7 23

CM126 SHEET 2/100

NOT ACCEPT THEATRICAL ADVERTISING GENERALLY ALSO USING SWEDISH POLISH ITALIAN AND OTHER FOREIGN PAPERS AND SEVERAL WEEKLY PAPERS STOP HAVE THE BIGGEST BILLING AND WINDOW DISPLAY ANY GRIFFITH PICTURE EVER HAD HERE STOP AM IN CONSTANT TOUCH WITH BENEFICIAL AND PATRIOTIC SOCIETIES ARRANGING BENEFITS AND SECURING PUBLICITY STOP ALSO WORKING WITH SCHOOL TEACHERS STOP CHICAGO IN A TERRIBLE SLUMP THEATRICALLY EVEN THE BIG MOTION PICTURE THEATRES NOT DOING BUSINESS WHICH AS BEST BAROMETER OF CONDITIONS STOP GLAD TO USE ANY SPECIAL ADVERTISING YOU WISH OR WORK ALONG ANY LINES YOU SUGGEST STOP TRYING TO MAKE THE SHOW DO BUSINESS AND

RECEIVED AT

1924 MAY 16 PM 7 23

CM126 SHEET 3/33

ALSO TO MAKE IT APPEAR THAT IT IS DOING BUSINESS EXPENSES TERRIBLE STOP HOPE YOU HAD A PLEASANT TRIP AND WISH I HAD MORE REFRESHING NEWS FROM CHICAGO FOR YOUR RETURN BEST WISHES

JAMES MASHCRAFT.

TEMPLE UNIVERSITY
PHILADELPHIA

OFFICE OF THE DEAN
OF THE UNIVERSITY CORPORATION

May 16, 1924.

Mr. D. W. Griffith,
Chestnut Street Opera House,
1021 Chestnut St.,
Philadelphia, Penna.

My dear Mr. Griffith:

We shall be very glad to give out tickets for "America". Personally, I have seen it and would like each of our students to see it. Thank you for the pass. It will be sweet

Very truly yours,

Laura H. Carnell

Laura H. Carnell,
Dean.

UNIVERSITY OF PENNSYLVANIA
PHILADELPHIA

OFFICE OF THE RECORDER
GEORGE E. NITZSCHE
RECORDER

May 16th, 1924.

D.W. Griffith,
Chestnut Street Opera House,
Philadelphia, Pa.

Dear Sir:-

On behalf of the University of Pennsylvania, I beg leave to thank you for the special price tickets which I shall take pleasure in distributing when they arrive. I also want to thank you for the pass.

Yours very truly,

G. E. Nitzsche

Recorder.

PHONE: GERRARD 1766

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY : : General Manager

ALL CABLE ADDRESS TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

Sixteenth Day of May -
Nineteen Hundred and Twenty Four

Albert L.Grey, Esq.,
303, Longacre Building,
New York City.

Dear Mr.Grey,

I have not heard further from Mr.Vogel yet regarding "HIS DARKER SELF". I have sent him a note asking him to let me know at the earliest possible moment if he desires this subject, and will advise you as soon as I hear from him.

Mr.Sridkin came over last week-end from Germany to see "THE WHITE ROSE", but I regret to say he did not think the subject big enough for him. Am working on other angles with regard to this subject for the countries that you mentioned.

I understand that Jury, Firth and Dawe are now in New York negotiating with Marcus Lowe to tie up the Goldwyn-Metro output in this country. I imagine the reason of Dawe being with them is to arrange to run their big subjects at the Tivoli.

Lupino Lane left on Wednesday for New York where, I understand, he is going into the Ziegfield Follies for a Season before commencing his engagement with Fox.

All good wishes.

Yours sincerely,

Walter Gifford

See "AMERICA" First

Téléphone : Elysées 00-00
Adresse Télégraphique : Utartists

Les Artistes Associés

Société Anonyme

REPRÉSENTANT EXCLUSIF DE LA
UNITED ARTISTS CORPORATION
HIRAM ABRAMS Président

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D.W. GRIFFITH

GUY CROSWELL SMITH
ADMINISTRATEUR DÉLÉGUÉ

UNITED ARTISTS

SIÈGE SOCIAL
12, RUE D'AGUESSEAU
PARIS

Agences
PARIS
12, Rue d'Aguesseau

MARSEILLE
LYON
LILLE
BORDEAUX
ALGER
BRUXELLES
GENÈVE
PRAGUE
ROME
COPENHAGUE
STOCKHOLM
CHRISTIANIA
BARCELONE
HELSINGFORS
AMSTERDAM

PARIS, le May 15th 1924

Mr. Albert H.T. Banshaf,
Epoch Producing Corporation,
140 West, 42 Street,
New York.

Dear Mr. Banshaf,

You will recall that when you were here I spoke to you about the request of the firm who bought "The Orphans of the Storm" for France for a copy of the rights secured by Mr. Griffith for France from the heirs of d'Ennery & Cormon and you requested me to ask them for what reason they wanted this paper. In response to this question they have replied that they must have the paper to defend a case which is to come up at the Courts on the first part of June, they further stated that it is of a vital importance to them to have the document in question. In their letter they wrote to me as follows:

> "The importance of the case being very serious we shall have to hold you, as the representative of Mr. D.W. Griffith in France, responsible for any loss or damages which we may have to sustain, should you fail to neable us to produce this document at the proper time."

I replied that I was not Mr. Griffith's official representative in France as he has never designated me as such.

With kindest regards,
Yours sincerely,

Guy Croswell Smith

May 16, 1934.

Dear Gifford:

Mr. Woolaridge here, who represents Educational in the foreign department, has been promised the exclusive right to negotiate for the foreign rights of "Is Darkey Sell", with the exception of Transocean Film Company, to whom we had quoted prices as per the attached list for your information, before Mr. Woolaridge came along. However, this need not interfere with you should you get hold of anyone who will pay the prices. I will handled the matter in the way that you met the buyer by accident, showed him the picture and he quoted you a price. I will take the first offer that shows CASH. The enclosed list to Transocean is for your guidance. However, this does not interfere either with you as far as operating in these territories is concerned if you can get the price.

Mr. Sidney Garrett, who represents Educational in London has offered to co-operate with Mr. Woolaridge in the sale of some of the foreign territory and should Mr. Garrett make a request for the screening of the picture please be good enough to co-operate with him.

With best wishes,

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

ERNST, FOX & SANE
COUNSELLORS AT LAW
[illegible] EAST [illegible] STREET
NEW YORK

[illegible]
[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

May 16th, 1934.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Mrs. Fox informed me last night that we have an appointment for next Tuesday night, so if you could arrange to put the four tickets in my name for "America" for Wednesday night, the 21st, I would be obliged.

I told Mr. Jacobs of our talk yesterday and that you would report to me on Tuesday when Mr. Abrams returned. He is chafing a bit at the delay, but I will hold him in check until that time.

Very truly yours,

David Fox.

DJF:S

113

May 16th 1934.

David J. Fox, Esq.
55 West 42nd Street,
New York City.

Dear Mr. Fox:

The tickets for 'America' will be in your name on Wednesday night the 31st.

I note what you say regarding Mr. Jaeche.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB
MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

SEND the following Radiogram to the ~~SHIP~~ indicated below subject to terms on back hereof, which are hereby agreed to

No. _____ Check _____ $ _____ Date _____

STEAMER _____ RCNEW YORK

May 17, 1924.

Deferred Radiogram

Florence Epping
Hotel Hofburg
bei Gentner
Hofstrasse
Zurich
Switzerland

Donot make any arrangements beyond October first You can make any arrangements prior to that you like best Glad you are doing well Chester suit settled Love

Sender's Name and Address: Chg. Wark Producing Corp. 1476 B'way, Suite 1107 N. Y. C.
(Not to be Transmitted)

THIS MESSAGE MAY BE FILED AT THE NEAREST "RCA" OFFICE LISTED ON REVERSE SIDE OR ANY TELEGRAPH OFFICE

Form 300M.

If you want to LIVEN THINGS UP Don't Write— TELEGRA

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, President GEORGE W. E. ATKINS, First Vice-President

Time date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Form 1005

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DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N.L.

If none of these three symbols appears after the basic designation of service this is a telegram. Otherwise the symbol designated by the sender will govern after the check.

24 MAY 17 AM 11 23

NFSCC 70 155 16 EXTRA BLUE

LOSANGELES CALIF 16 VIA MAMARONECK NY MAY 17 1924

DAVID W GRIFFITH 355

505 LONGACRE BLDG 1476 BROADWAY NEWYORK NY

CONGRATULATIONS ON THE MOST PATRIOTIC DRAMA THAT IT HAS EVER BEEN YOUR GOOD FORTUNE TO PRESENT STOP I BELIEVE THAT QUOTE AMERICAN END QUOTE WILL LIVE DOWN THROUGH THE AGES AS ONE OF THE FIVE GREATEST DRAMAS DEPICTED UPON THE SCREEN STOP IT IS AN INSPRING VEHICLE WHICH TELLS OF THE SACRIFICES MADE THAT THIS NATION MIGHT BE BORN STOP IT IS POIGNANT DRAMA RELATING HOW OUR FOREFATHERS FOUGHT FOR OUR RIGHTS IN ORDER THAT TRUTH AND JUSTICE MIGHT NOT PERISH FROM THE EARTH STOP FOR BLAZING EXCITEMENT FOR MELODRAMATIC SUSPENSE FOR ITS VALUE AS A HISTORICAL RECORD QUOTE AMERICAN END QUOTE IS WITHOUT A DOUBT A MASTERPIECE AND CREATED BY YOU ITS VALUE IS IN TRIPLICATE

CORNELIUS VANDERBILT JR

EDITOR AND PUBLISHER LOSANGELES ILLUSTRATED DAILY NEWS SANFRANCISCO ILLUSTRATED DAILY HERALD

1122A MAY 17

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 17th 1924.

Report of Laboratory work done during week.

	Tests	Releases	Samples	Negative.
Way Down East		11342		
Birth Of A Nation		24551		
Orphans Of The Storm		1022		
Dream Street		19168		
America		2862		
	0	58945	0	0

Positive stock used

Eastman	2862	
Powers	56083	58945

Negative stock used

0

129

May 19th 1934.

Mr. Fulton Brylawski,
Senifer Building,
Washington, D. C.

Dear Brylawski:

Will you kindly ascertain for us whether the musical composition "SWEETEST BUNCH OF LILACS" by Gardner is at present protected by copyright or if it is public property.

Thanking you for your usual kind and prompt attention, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Joseph Carl Breil.

Want to know can I now go ahead with the painting of the scenes I have attended to securing the rights of "Falling Water" and "At Dawning". There still remains a question in my mind about "Pineteen Bunch of Lilacs" which we are using. I do not know has the original copyright been renewed or is it now public property. The Griffith Organization should have records used in "Hearts of the World". Consequently the back files of permits should disclose this information.

If a copyright on it is still effective it will be difficult for me to trace the present owner for the original

Publishers has long since disappeared from the musical drama.
A number of the orchestral arrangements of some of the compositions which we are now using are also copyrighted and it will be necessary for me to make new orchestral arrangements of the same compositions as I did in the "White Rose". The compositions themselves are free and the orchestral arrangements only are protected. This however is a matter of very short time and will in no manner delay the production of the book. I presume it is agreeable to you Mr. Grey that this work shall again be printed by The Eureka Music Print who

3 Joseph Carlstrom.

did such splendid work in the "White Rose" and with whom, I believe, D. M. Sheffield has effected special credit arrangements.

Mr. Griffith

NATIONAL VIGILANCE COMMITTEE

ASSOCIATED ADVERTISING CLUBS OF THE WORLD

353 MADISON AVE. NEW YORK, U.S.A.

May 19, 1924.

D. W. Griffith Inc.,
Longacre Building,
New York, N. Y.

Re: National Screen Players
Indianapolis

Gentlemen:

Attention: Mr. D. W. Griffith, Pres.

The following is a full quotation of our Mr. H. J. Donnelly, Jr.'s letter to you of April 25th which we have learned by telephone you have not received:

"There has been called to our attention certain statements given out by a company seeking to promote a motion picture production company in Indianapolis.

"We would be grateful for your comments on the following paragraph:

> 'Carl Theobald, who played the part of Lincoln in "The Birth of A Nation", doubling for Joseph Hannaberry, who became sick before the work on the picture began, is here as the producer. He comes from New York, where he was associated with D. W. Griffith. He was technical director of "Foolish Wives" and for the "Queen of Sheba", together with numerous other feature films. Mr. Theobald also accredits Indianapolis with wonderful possibilities as a picture making location.'

"Inasmuch as we can find no reference to Mr. Theobald among current data on the Motion Picture Industry we are wondering if you can advise us regarding his experience and status in the motion picture field, particularly as to his connection with your company and his substitution for Joseph Henabery. Your advice in the premises will be appreciated and will be treated as confidential if you so desire."

We shall appreciate hearing from you regarding the above matter.

Cordially yours,

Wm. P. Green

William P. Green
MEC

Associate Director.

THE HAHNEMANN MEDICAL COLLEGE AND HOSPITAL
OF PHILADELPHIA

The Hahnemann College of Science | COLLEGE DEPARTMENT 119-121 NORTH BROAD STREET | *The Hahnemann Medical College*

DR. FRANK H. WIDMAN, Registrar | DR. WILLIAM A. PEARSON, Dean | DR. RALPH GERSTEIN, Secretary

Philadelphia, Pa., May 19,1924.

Mr. D. W. Griffith,
c/o Chestnut Street Opera House,
Philadelphia, Pa.

Dear Mr. Griffith:-

I appreciate your kindness in sending me special priced tickets for distribution among our students. I understand that Mayor Kendrick has stated that every American should see this production. I appreciate your kindness in sending me two seats for personal use.

Very truly yours,

W A Pearson

Dean.

COPY

ALLIED ARTISTS CORPORATION, LTD.
66-68 Wardour Street
LONDON, W. 1, ENGLAND

May 19, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - ENGLAND

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended May 18th amounted to £773. 9. 10.

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£34. 5. 0.	
Cardiff	4. 0. 0.	
Glasgow	687. 0. 0.	
Leeds	445. 0. 0.	
Liverpool	266.13. 8.	
Manchester	194.11. 8.	
Newcastle	256. 0. 0.	
Ireland	37. 10.0.	
London	818.10. 0.	£2,734.10.4

Cash collections for the week amounted to £8,455.15.3

Regarding Birmingham and Cardiff, which did so badly this week I have taken up the matter very strongly with them and most emphatically pointed out to them the importance of their making an immediate substantial improvement.

Regarding the tax on the importation of films which is as you know 5d per foot on negative and 1d per foot on positive, it is expected that these taxes will be removed on the 1st of August next. However, there is great opposition in Parliament, but the Government seems to be certain of carrying it through.

Should these duties be removed it will make a very great difference to our cost on prints which are made in America. For instance, duty on 23 prints of DOROTHY VERNON OF HADDON HALL, which have arrived during the past week, amounted to no less than $285. As soon as this matter has been definitely decided, I will let you know.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

McLard

NAVY DEPARTMENT,
ASSISTANT SECRETARY'S OFFICE,
WASHINGTON.

May 20, 1924.

My dear Mr. Griffith:

I think it would be excellent if every boy and girl in the country could see your picture "America". If people are to thoroughly appreciate what our country means, they should know how it was made. Tradition, if it is fine tradition, such as that of our country, should be kept always alive in the minds of the people.

Believe me,
Yours very truly,

Theodore Roosevelt

Mr. D. W. Griffith,
Room 303, Longacre Theater Bldg.,
New York City.

TR/meh

NAVY DEPARTMENT

ASSISTANT SECRETARY'S OFFICE

WASHINGTON,

May 30, 1924.

My dear Mr. Griffith:

I think it would be excellent if every boy and girl in the country could see your picture "America". If people are to thoroughly appreciate what our country means, they should know how it was made. Tradition, if it is fine tradition, such as that of our country, should be kept always alive in the minds of the people.

Believe me,

Yours very truly,

(Signed) THEODORE ROOSEVELT

Mr. D. W. Griffith,
Room 303, Longacre Theatre Bldg.,
New York City.

TR/MEH

Haverford College
Haverford, Pa.

Office of the Dean

May 20, 1924.

Mr. D. W. Griffith,
Chestnut Street Opera House,
Philadelphia, Pa.

Dear Sir:

Please accept my thanks for the pass received to "America." In accordance with your wishes, I have placed the tickets you sent where the students and faculty of Haverford College have ready access to them, and have called the attention of the student body to the reduction in price on these tickets.

Again with thanks, I am

Yours truly,

F. Palmer Jr.

Dean.

M JENNINGS BRYAN
VILLA SERENA
MI, FLORIDA

MUSEUM OF MODERN ART
DOC. DO FILE
THIS MATERIAL MAY NOT BE COPYRIGHTED

May 30, 1924.

My dear Mr. Griffith:

I have just seen "America" and, while still under the spell of the enthusiasm that it arouses, hasten to thank you for the great national service you have rendered in producing this inspiring picture. The subject is opportune, the historical incidents are admirably selected and the work is artistically done. There is great educational value in the reproduction of scenes portraying the social and economic life of Revolutionary days, both in the Colonies and in Great Britain, and in recalling the famous speech of Patrick Henry, the signing of the Declaration of Independence, the battles of Lexington, Concord and Bunker Hill, the suffering at Valley Forge; the sacrifices of the pioneers, the cruelties of the savages enlisted as soldiers and the heroism of the early patriots. Impression made through the eye are more vivid and more lasting than impressions made by the printed page, hence you have strongly reinforced the work of the teacher in the schools. You have done even more, you have taught to adults a very important lesson, viz: that citizens who enjoy the priceless inheritance of liberty under popular government should be willing to guard with their ballots that which their forefathers bought with their blood.

M JENNINGS BRYAN
VILLA SERENA
MI, FLORIDA

I trust that the picture will be ehibited all over the country; its influence will be everywhere, wholesome and helpful.

Very truly yours,

William Jennings Bryan

University Club of Chicago

My Dear Mr Griffith:

The enclosed will give you my ~~idea~~ opinion of America. I hope it answers your purpose. Am much obliged to you for the special exhibit. I greatly enjoyed it. There is only one scene — a very brief one — that I would advise you to cut out. It is at Butlers headquarters where the nearly nude girls were lolling around. It

will offend some especially British American who will find enough in the picture to irritate them without this reflection on the morals of their Officers. Pardon this criticism — I am anxious that nothing shall lessen its popularity. You can let my daughter at Cocoanut Grove know that you receive this & she will tell me when I return to Miami on June 2nd. Shall be at Grand Rapids, Mich, for a week

Yours truly W. P. Burr

May 20, 1914.

My dear Mr. Griffith:

I have just seen "America" and, while still under the spell of the enthusiasm that it arouses, hasten to thank you for the great national service you have rendered in producing this inspiring picture. The subject is opportune, the historical incidents are admirably selected and the work is artistically done. There is great educational value in the reproduction of scenes portraying the social and economic life of Revolutionary days, both in the Colonies and in Great Britain, and in recalling the famous speech of Patrick Henry, the signing of the Declaration of Independence, the battles of Lexington, Concord, and Bunker Hill, the sufferings at Valley Forge, the sacrifices of the pioneers, the cruelties of the savages enlisted as soldiers, and the heroism of the early patriots. Impressions made through the eye are more vivid and more lasting than impressions made by the printed page, hence you have strongly reinforced the work of the teacher in the schools. You have done even more, you have taught to adults a very important lesson, viz.: that citizens who enjoy the priceless inheritance of liberty under popular government should be willing to guard with their ballots that which their forefathers bought with their blood.

I trust that the picture will be exhibited all over the country; its influence will be everywhere wholesome and helpful.

Very truly yours,

WILLIAM JENNINGS BRYAN.

PHONE: GERRARD 1755

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMS. RE DATES TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

Twentieth Day of May
Nineteen Hundred and Twenty Four.

Albert L.Grey, Esq.,
No. 1, Longacre Building,
New York City.

Dear Mr.Grey,

Re "JUDITH" - the person who promised to buy "JUDITH" for £800 has now informed me that he is not prepared to go through with the deal. I thought this was going to happen as every time I saw him he kept stalling saying that he was seeing his man, and would get contract prepared, but nothing came along. This has not prevented me working on other angles, and I hope to be able to inform you very shortly that this subject has been disposed of.

With kindest regards.

Yours sincerely,

Walter Gifford

See "AMERICA" First

116A

May 20th 1924.

Countess Leon Gautman Vorankoff,
374,Rue Saint Honore,
Cercle Nautique,
Cannes, FRANCE.

Dear Madam:

Mr. Griffith has handed me your kind favor of April 23rd for reply. Due to the fact that our stay in Paris was exceedingly short, Mr. Griffith was unable to take advantage of your kind invitation.

Thanking you for your courtesy, I am

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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G SANFRAN CALIF MAY 21 1924

REV GERRIT
CR U W GRIFFITH INC- LONGACRE BLDG

DEEPLY APPRECIATE YOUR DESIRE TO USE WIRE AND ANY FAVOR I MIGHT BE ABLE TO RENDER MR GRIFFITH YOU MAY BE ASSURED WILL BE APPRECIATED.

CORNELIUS VANDERBILT. JR

PRES T VANDERBILT NEWSPAPERS

May 21st 1924

Dear Mr. Grey:

I am sending you a letter from the Editor of the Lyceum Magazine who attended the luncheon of the Chicago Association of Commerce where I spoke recently about "America." He published a pleasant little comment on the occasion in his magazine and I

BANKS BUSINESS COLLEGE

1200 WALNUT STREET

PHILADELPHIA

May 21, 1924

Mr. D. W. Griffith,
Chestnut St. Opera House,
Philadelphia, Pa.

Dear Mr. Griffith:

Your letter and tickets for the patriotic production of "America" have been received. I will take very great pleasure in distributing these tickets among our student body.

I want to take this opportunity of thanking you for your kindness in this matter.

Cordially yours,

H/M

President

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. S. SPRING, TREASURER

124

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1120

May 31st 1924.

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

We are sending you herewith map of Orienta Point. As soon as you have had blue prints made of this map will you kindly return same to the Studio as this is the only map we have.

Yours very truly,

D. W. GRIFFITH INCORPORATED.

By M. E. Campbell.

MEC:H

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May 31st 1924.

Brunt, Fox & Gans,
30 West 42nd Street,
New York City.

Gentlemen:

Enclosed you will find check to your order for $1250, drawn by D.W.Griffith Incorporated to be applied on account of counsel fee due you pursuant to agreement dated October 30th 1922 between D.W.Griffith Incorporated and Samuel A. Jacobs.

Will you kindly acknowledge receipt, and oblige

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

N 3

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] WEST [illegible] STREET
NEW YORK
[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

May 31st, 1934.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I have spoken to Mr. Jacobs and while he was not satisfied, he agreed to take Mr. Abrams' agreement upon my assurance as stated by you, that you would have a substantial amount in my hands for him, which you expected would be about $5,000, by the end of the week.

Please have the enclosed agreement signed and acknowledged by Mr. Abrams, have the enclosed letter signed by Messrs. Grey and Griffith and return to me tomorrow with check of $1250 on account of my fees, and note that I am to receive an additional sum of $1250 from you by the first, or shortly thereafter.

Very truly yours,

David J. Fox

DJF:S

153

May 31st, 1924.

Samuel E. Jacobs, Esq.,
730 Fifth Avenue,
New York City.

Dear Sir:-

Referring to our agreement with you, dated October 30th, 1923, by which we have severally agreed with you regarding your purchase of the foreign distribution rights of "One Exciting Night" that you shall have received therefrom by April 30th, 1924, in accordance with the assignment to you from D. W. Griffith, Inc., the sum of $125,000., and that in default thereof we would on that date pay you the difference between the amount received by you and the sum of $125,000, and you having received to date only $87,834 therefrom, and we being obligated to pay you at this time under our agreement the sum of $37,166, and it being inconvenient for us to pay the same to you now, and we having requested you to take no proceedings against us at this time to enforce our said obligation, and we having in consideration thereof procured for you an agreement from Hiram Abrams assuring the payment to you of said sum of $37,166 on or before October 30th, 1924, we wish to assure you that we appreciate your courtesy in the matter, and while you are in no way obligated to refrain from enforcing your agreement for any fixed time, we trust you will indulge us, and we assure you that we will use out utmost efforts to push the distribution and sale of the picture in foreign territory and procure the payment to you of the distribution monies from the United Artists Corporation and its subsidiaries and others who may be distributing said picture at the earliest possible moment.

Very truly yours,

D W Griffith

A. L. Gray

- - - - - - - - - - - - - -

NIRAM ABRAMS

to

SAMUEL M. JACOBS

- - - - - - - - - - - - - - -

AGREEMENT.

- - - - - - - - - - - - - - -

Dated, N.Y. May 21, 1924.

ERNST, FOX & CANE
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

KNOW ALL MEN BY THESE PRESENTS:-

WHEREAS, SAMUEL K. JACOBS of 730 Fifth Avenue, Borough of Manhattan, City of New York, did heretofore purchase from D. W. Griffith, Inc. the distribution rights of "One Exalting Night", covering the entire world excepting the United States and Canada for a period of ten years, upon the following terms:- said Jacobs to receive out of the first distribution monies payable to the Producer the sum of $156,000; out of the next distribution monies $5,000 was agreed to be paid to Ernst, Fox & Cane for legal expenses, and thereafter the said distribution monies were agreed to be divided forty percent to said Jacobs and sixty percent to said D. W. Griffith, Inc., and

WHEREAS David W. Griffith and Albert L. Grey did heretofore by agreement dated October 30th, 1922 severally agree with said Samuel K. Jacobs that if by April 30th, 1924 said Jacobs should not have received from the monies arising from the distribution of said picture in said territory the sum of $125,000, that they would upon demand pay to him the difference between the amount so received by him and the sum of $125,000, and

WHEREAS the amount so received by said Jacobs is $87,834, and he has made due demand upon said Griffith and Grey for the deficit amounting to $37,166, and they having stated that they were not in a position to pay the same at this time, and that they were unable to carry out said agreement, and

WHEREAS said Samuel K. Jacobs has agreed at my

request and in consideration of the execution of this agreement to take no proceedings against David W. Griffith and Albert L. Gray or either of them at this time to enforce their said agreement.

NOW, THEREFORE, in consideration of the premises and of the sum of One (1) dollar, lawful money of the United States, to me in hand paid by said Samuel K. Jacobs, I, HIRAM ABRAMS of 729 Seventh Avenue, in the Borough of Manhattan, City of New York, do hereby agree with said Samuel K. Jacobs that if between the date hereof and the 30th day of October, 1924, he shall not have received from the monies arising from the distribution of said picture the sum of $37,166, that I will upon demand pay to him the difference between the amount he receives between said dates and the said sum of $37,166.

This agreement shall bind me, my heirs, executors and administrators; this is a primary obligation and said Jacobs shall not be compelled in case liability accrues hereunder to take any proceedings against said Griffith or said Grey before enforcing his rights against me hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of May, 1924.

Hiram Abrams (L.S.)

In the Presence of:

_____

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.:

On this 1st day of May, 1934, before me personally came MIRAM ADAMS, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

153

WHEREAS, D.W.GRIFFITH and ALBERT L. GREY, both of the City and State of New York, have heretofore requested HIRAM ABRAMS, of 729 Seventh Avenue, New York City to execute a certain guaranty, executed simultaneously herewith, whereby said HIRAM ABRAMS did agree to pay to SAMUEL K. JACOBS of the City and State of New York if between the date hereof and the 30th day of October, 1924, the said SAMUEL K.JACOBS shal not have received from the moneys arising from the distribution of the motion picture entitled "ONE EXCITING NIGHT" the sum of Thirty-seven thousand one hundred sixty-six ($37,166.00) Dollars, and

WHEREAS, the said HIRAM ABRAMS has agreed to execute the guaranty aforesaid to said SAMUEL K. JACOBS,

NOW, THEREFORE, in consideration of the premises and of the sum of One ($1.00) Dollar lawful money of the United States to each of them in hand paid by said HIRAM ABRAMS the said DAVID W. GRIFFITH and ALBERT L. GREY each for himself, his heirs, executors, administrators and assigns does ~~does~~ hereby agree to hold himself liable and obligated to the said HIRAM ABRAMS for any amount of money which he may be called upon to pay to the said SAMUEL K. JACOBS, arising out of the guaranty given by him to said JACOBS, aforesaid, of even date, and said GRIFFITH and GREY hereby severally agree to pay to the said ABRAMS upon demand any such sums of money which he may be called upon to pay.

IN WITNESS WHEREOF the said DAVID W. GRIFFITH and ALBERT L. GREY have severally set their respective hands and seals to this instrument the 17 day of May, 1924.

D.W. Griffith (L.S.)

A. L. Grey (L.S.

153

WHEREAS, D.W.GRIFFITH and ALBERT L. GREY, both of the City and State of New York, have heretofore requested HIRAM ABRAMS, of 729 Seventh Avenue, New York City to execute a certain guaranty executed simultaneously herewith, whereby said HIRAM ABRAMS did agree to pay to SAMUEL K. JACOBS of the City and State of New York if between the date hereof and the 30th day of October, 1924, the said SAMUEL K.JACOBS shal not have received from the moneys arising from the distribution of the motion picture entitled "ONE EXCITING NIGHT" the sum of Thirty-seven thousand one hundred sixty-six ($37,166.00) Dollars, and

WHEREAS, the said HIRAM ABRAMS has agreed to execute the guaranty aforesaid to said SAMUEL K. JACOBS,

NOW, THEREFORE, in consideration of the premises and of the sum of One ($1.00) Dollar lawful money of the United States to each of them in hand paid by said HIRAM ABRAMS the said DAVID W. GRIFFITH and ALBERT L. GREY each for himself, his heirs, executors, administrators and assigns does ~~does~~ hereby agree to hold himself liable and obligated to the said HIRAM ABRAMS for any amount of money which he may be called upon to pay to the said SAMUEL K. JACOBS, arising out of the guaranty given by him to said JACOBS, aforesaid, of even date, and said GRIFFITH and GREY hereby severally agree to pay to the said ABRAMS upon demand any such sums of money which he may be called upon to pay.

IN WITNESS WHEREOF the said DAVID W. GRIFFITH and ALBERT L. GREY have severally set their respective hands and seals to this instrument the 21st day of May, 1924.

D W Griffith (L.S.)

A. L. Grey (L.S.

May 21st, 1924.

Mr. Osborne,
Central Union Trust Co.,
80 Broadway,
New York City, New York.

Dear Mr. Osborne:-

Enclosed please find statement showing results for road-shows "AMERICA", for weeks ending April 26th, May 3rd and May 10th.

I have not included the results from the showings in Baltimore for weeks ending May 3rd and May 10th because to date we have not received the managers statement for those weeks on account of the death of the manager. This will probably be taken care of this week and I will include same when I send the results for week ending May 17th.

If there is anything you do not understand on this statement, please call on me and I will be glad to give you the information you desire.

Very truly yours,

D.W. GRIFFITH, INC.

RBA:REB

LAW OFFICES
FULTON BRYLAWSKI
Jenifer Building
Washington, D. C.
Telephone Main 000-000

129

May 21, 1924.

Albert H. T. Banzhaf, Esq.,
Bush Terminal Building,
130 West 42d St.,
New York.

Dear Mr. Banzhaf:

Replying to your letter of the 19th, I beg to advise you that I do not find any record of copyright registration of a musical composition entitled SWEETEST BUNCH OF LILACS by Gardner. According to the records of the Copyright Office, the only registration of a musical composition of this title was by G. H. Kline in 1889, No. 1949 and an examination of this entry shows that the same was never completed by the deposit of copies of the work, nor was any attempt ever made to renew the copyright term in 1917. In the Library of Congress, there is a musical division which keeps copies of all of the copyrighted music and a great mass of uncopyrighted music and I have examined the records of this division under every author by the name of Gardner, without, however, finding any record of a musical composition entitled SWEETEST BUNCH OF LILACS by an author of this name.

If the Kline registration is not the one you have in mind, I should be very glad to have any further information you can send me, although it is extremely unlikely that anything further will be disclosed by a supplementary search.

With regards

Sincerely yours,

Fulton Brylawski

105 A

May 8thd 1934.

Commonwealth Bank,

Baltimore, Md.

Gentlemen:

I am writing you on behalf of D.W.GRIFFITH, Inc. whose manager, Mr. Daniel Shea, now deceased, had deposited with you ~~in his own~~ name from time to time moneys which in effect belong to the Griffith Corporation and represented receipts from the show which he was managing for D.W.Griffith Incorporated.

I am informed by Mr. Andrew O'Shea that he has forwarded to you a Waiver signed by all the members of Mr. Daniel Shea's family, waiving all claims to Daniel Shea's account in your Bank.

I very much desire to have this money released to D.W.Griffith Incorporated as soon as possible and would appreciate it if you will let me know by return mail what further papers or instruments you desire in order to accomplish this.

Thanking you for your prompt attention and courtesy, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 23rd 1924

My dear Mr Griffith:

My father sent me the enclosed letter - a copy of the letter mailed to you. I am sending this, in case his may not have reached you.

By the same mail I am sending a copy to Herbert Swope of the New York World. I hope that he can use it to good advantage for editorial publicity.

All the family here joins
in sending greetings to you.

Very cordially yours

Ruth Bryan Owen

Misplaced

Roy E. Harris
Metropolitan Military Academy
Woodstock, Va.

May 23rd, 1924.

Mr. D. W. Griffith,
1474 Broadway,
New York, N. Y.

My dear Mr. Griffith:-

I have just returned from a short visit to Washington during which I went to see "AMERICA" at Poli's Theatre.

Beyond all doubts, this is the true masterpiece of the screen, containing both historical information and background for a beautiful love story of the finest type, lacking all of those "mushy" qualities which are so common upon the screen to-day. If you ever make a better picture, you will not be human, really. "AMERICA" is the very greatest picture I have ever seen.

It is my privilege to be the Editor of the school paper of this Academy and while it has never been the policy of the school paper to make comments on motion pictures I am going to make an exception to this rule and give "AMERICA" as high a

tribute as I possibly can. Our paper has over five hundred circulation throughout the United States and we are getting out a very large and attractive issue to celebrate the ending of the quarter-century history of our school. It will be in this large, attractive issue that I will give "AMERICA" a good write-up and try to encourage all of the friends of the school to make an effort to see this picture. You have given the world somthing that it can never repay to you, much less in mere words.

Would it be asking too much for you to personally autograph a photograph of yourself to me? Would you, please? I should like so very much to keep it as a remembrance of the splendid times I have spent in watching your pictures and of the pleasant and profitable times I hope to spend in the future. You will send me one autographed to me, wont you please, Mr. Griffith? I enclose postage to cover mailing it.

With very best wishes and further expressions of appreciation of your great work, believe me

Most respectfully yours,

Paul E. Harris

Ina Inman

1. West. 67th St.
New York City

May 23/24.

My dear Mr Griffith:

I have spent the afternoon with your splendid picture "America" at the 44th St theatre. You have done a striking job, and I left the theatre with a lump in my throat — a lump I found there many times during the running of the picture.

In this splendid and dignified tribute to the American

patriots, you have made somebody
that will every American
who sees it, and make him
damn proud of his citizenship
and at the same time you
have furnished capital entertainment

Most sincerely
Rex Ingraham

153

May 23rd 1924.

Mr. David J. Fox,
Ernst, Fox & Cane,
25 West 43rd St.,
New York City.

Re: "ONE EXCITING NIGHT"

Dear Mr. Fox:

I am enclosing guarantee under date of May 21st 1924 signed by Mr. Hiram Abrams, together with letter addressed to Mr. Samuel K. Jacobs dated May 21st 1924 signed by Mr. Griffith and Mr. Gray.

Very truly yours,

R/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, NEW YORK

MAGNUS JOHNSON
MINNESOTA

United States Senate

WASHINGTON

May 24, 1934.

Mr. D. W. Griffith,
New York City,
New York.

My dear Mr. Griffith:

Just recently I saw your picture "America". It is a great picture and I enjoyed it immensely. I want to state that it appears to me to mark the high point in the art of moving picture making.

The fact that there were so many farmers in the picture suggested to me that I write you and make the further suggestion that your next big picture be one depicting conditions in agriculture in the United States. I want to tell you that conditions prevailing in rural America at the present time are almost indescribable. Thousands of people in the Northwest and West have abandoned farming as a bad proposition due to the poor prices paid for their products.

If you find it possible to use your genius in making a picture of this sort, I am sure that you will render a service to the country that neither the farmers nor the people generally can ever repay.

Trusting that you will pardon my suggestion in this matter, I remain

Very truly yours,

Magnus Johnson

MJ-T

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT
A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

May 24th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Way Down East		583		
Birth of A Nation		28238		
Dream Street		698		
America		23021		
		52540	0	0

Positive stock used

Eastman	35297	
Belgian	0	
Agfa	11283	
Powers	5960	52540

Negative stock used

0

C O P Y

ALLIED ARTISTS CORPORATION, LTD.

66-68 WARDOUR STREET

LONDON, W.1

May 26, 1924

Hiram Abrams, Esq.
The Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - LONDON

Nothing exceptional occurred this week.

No changes were made in the personnel.

The expenses for the week ended May 23rd amounted to £751.16. 5.

The total business from each of the branches for the week just ended amounted to:

Birmingham	£182.10. 0	
Cardiff	225.17. 3	
Glasgow	394. 6.10	
Leeds	345.10. 0	
Liverpool	178.10. 0	
London	731.14. 5	
Manchester	424. 0. 0	
Newcastle	141.10. 0	
Ireland	197. 8. 9	£2821. 7. 3

The cash collections for the week amounted to

£5018. 3. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105A

May 26th 1924.

United Artists Corporation,
729 Seventh Avenue,
New York City. Attention Foreign Department.

Gentlemen:

Enclosed herewith is Power of Attorney for Java in the matter of "JUDITH OF BETHULIA".

Very truly yours,

R/GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT | SHORE TO SHIP | SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 102-102

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

DEFERRED

May 27th 1924

102A
Thomas

UTARTISTU PARIS

REFERRING YOUR LETTER SIXTEENTH WAS MY RADIO REFERRING YOU TO THOMAS SUFFICIENT FOR YOUR PURPOSES REGARDS

BANZHAF

charge Banzhaf 130 W 42nd Street

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

The World

Editorial Rooms New York

May 27 - 1924.

My dear Mr. Griffith: -

Would you be so kind as to send me a photograph of yourself, autographed to me personally? I want it very much for my room at home, and I'll appreciate it, you bet.

Sincerely,

Quinn Martin

Quinn Martin

Mr. D. W. Griffith,

New York

New York Office,
1476 Broadway,
New York, N. Y.,
May 28, 1924.

Mr. E. G. Bowen, Jr.,
Aetna Life Insurance Co.,
Hartford, Conn.

Dear Mr. Bowen:

I am very sorry to hear of your accident. You are certainly unfortunate in that respect and I sincerely hope that you will be completely cured.

Now regarding your stay in New York, you cannot blame me. For the love of Mike, if you are in New York and you know I am here why in hell do you leave New York without seeing me. You know where I am but I do not know where you are. Why don't you leave your address or phone number and I would certainly look you up. The next time you come to New York you show your genial face or you know what will happen.

I returned from Europe where I had a good rest and a fine time, in fact so good that Mrs. Epping refused to come with me. She is still in Switzerland, and each succeeding letter sings the praises of the country more than the previous one so I guess I will have to wait until she gets tired of Europe before I get her back here. Of course I do not exactly blame her because she is many times better off than here. Anyway, I will send your regards to her, and don't forget the next time you show up be sure and get in touch with me.

With kindest regards,

Very truly yours,

JCE/CC

AMERICAN EXPRESS COMPANY

INTERNATIONAL

BANKING - SHIPPING - TRAVEL

CABLE ADDRESS
DOMESTIC

INCORPORATED
NEW YORK

TRAVEL DEPARTMENT

RALPH E. BOWLE
GENERAL MANAGER

CLINTON L. HANCOCK
MANAGER BOSTON AND CHICAGO

SURGEY W. HOLLAND
PASSENGER TRAFFIC MANAGER

PETER C. INGHAM
MANAGER FOREIGN INDEPENDENT TOURS

May 28th, 1934.

Mr. J. T. Gosman,
1540 Broadway,
New York

Dear Sir:-

With reference to your request for reservations for D. W. Griffith and party, "COLUMBUS", June 12th: This steamer is absolutely filled and there is no chance whatever and we are therefore offering space on the SS "RESOLUTE" sailing June 10th. We are giving you some very good concessions in the rates. We are holding the following space:

Suite C-97/99 for Mr. Griffith at $1,000.00.
Suite 96/98 for two ladies and Mr. and Mrs. Hamilton at $2,000.00 for the four.
Room C-110 for two people at $680.00
D-149 at $600.00 for two persons
Room 103 and bath for the dingle person at the special rate of $800.00.

I enclose herewith rate sheet from which you will note that all the accommodation listed is considerably less than rates quoted with the exception of the two rooms without bath. A plan of the steamer is also enclosed.

I wish that you would telephone me tomorrow your decision. If he will not accept this space, which is very good, then we will offer other accommodation.

Very truly yours,

S W Holland

encls.
SWH:JO

PASSENGER TRAFFIC MANAGER.

Bowling Green
2000

105 A

May 28th 1924.

Consul General of Netherlands,
44 Beaver Street,
New York City.

Sir:

I enclose Power of Attorney which I wish you would visa and return to me, and I also enclose check for $3. in payment of your fee. If this is not sufficient kindly advise and I will be glad to remit any balance, or if the fee is not as much as the remittance herewith, will you kindly refund the difference.

I also enclose additional copy of the Power of Attorney if you should require the same. If you do not need this copy, I would appreciate it if you would return the same with the original.

Thanking you for your courtesy and attention in the matter, I remain

Respectfully,

P.S. I enclose stamped envelope for your convenience.

A.H.T.B.

R/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

121

Prince & Ripley

Westchester County Realtors

[illegible] MADISON AVENUE
NEW YORK

TELEPHONE: [illegible]

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS R. GERUNN
LARRY RENT
SIDNEY BARR, JR.
MAURICE J. COLLINS
JOS. A. MCCANLESS
ANDRE L. BETHARD
LINCOLN C. RAMSDELL
DREW MULLEN

Branch Offices:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
QUEENS FERRY, N. Y.
SCARSDALE, N. Y.
SECRET FARM

PLEASE REPLY TO

White Plains

May 26, 1924

Mr. Albert M Banzhaf
130 West 42nd Street
New York City

My dear Mr. Banzhaf:

I wrote you under date of May 13th returning the proposed form of option between the D W Griffith Company and myself for Flagler's Island.

I requested in this letter the return of my check for $2000.

I would appreciate it very much if you would comply with this request.

Very truly yours,

L Ward Prince

L WARD PRINCE

LWP:FR

CROSS & BROWN COMPANY

REAL ESTATE AND INSURANCE

MIDTOWN OFFICE
175 FIFTH AVENUE
ASHLAND 1494

NEW YORK May 26th, 1924

SUBJECT

Mr. D. W. Griffiths,
c/o 44th Street Theatre,
New York, N. Y.

Dear Mr. Griffiths:

I have seen "America" and in consequence it makes it necessary to write my congratulations for the wonderful work you have accomplished. From the way I feel you should receive a letter of congratulation from every person who sees the spectacle, and I believe that it should be shown in every public school in the United States and continued to be shown until all of the children of our alien population have deeply imbedded in their minds what America stands for and what our forefather's went through to build up what we now have, and what so many of the same aliens are doing their level best to tear down.

My sincerest congratulations and more power to you.

Very truly yours,

Wm M Shackford

WMS:JM

Wm. M. Shackford

HH
97.1

May 28th 1924.

Mr. F.J. Leary,
Vice-President, Central Union Trust Co.,
60 Broadway,
New York City.

Dear Mr. Leary:

I beg to advise you that Mr. Griffith has arranged to release the photoplay "AMERICA" through the United Artists Corporation at once and that Mr. Abrams, President of the United Artists Corporation is now taking contracts from the exhibitors for such purpose. Of course, the picture will not be generally played in picture houses until next September on account of the approaching Summer season. However, these contracts are being closed at once by Mr. Abrams and in keeping with this plan the policy of road-showing the picture AMERICA will be discontinued as quickly as the present engagements have been played in accordance with theatre contracts.

I am giving you this information so that you may be fully advised of the Company's policy with reference to said picture.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

117

May 6th 1924.

Messrs
Gassaigne, Reid & Co.,
6 East 44th Street,
New York City.

Attention Mr. Reid.

Re: Doctors Service Corps vs. Griffith Inc

Dear Mr. Reid:

I enclose herewith Bill of Particulars and Notice of Trial in the above entitled action which we received by D.W.Griffith Incorporated today by mail. Will you kindly do the necessary?

Very truly yours,

R/GDM

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

May 29th 1934.

Mr. J. C. Spring, Treasurer,
D.W.Griffith, Inc.
1476 Broadway,
New York City.

Dear Mr. Spring:

I have received a request from Mr. L. Ward Bringas for the return of his check for $8000. which he left in your hands awaiting his action as to whether he would receive an option for the purchase of the Studio property.

Since he did not take this option, this check should be returned to him forthwith. I understand that through an error the check was deposited but that payment on the same was stopped. You must therefore, have the returned check and this matter should be taken care of at once.

Very truly yours,

AH:TB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telephone Murray Hill 4-6 7 8

Cable Address GASREID, New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

117

May 29, 1934

Mr. A. H. T. Sanshaf,
130 West 42nd Street,
New York City.

Dear Mr. Sanshaf: Re: Doctors Service Corps. vs D. W. Griffith, Inc.

We acknowledge receipt of your letter of the 28th inst. enclosing Bill of Particulars and Notice of Trial in the above entitled action. These papers have been forwarded to the Insurance Company for attention.

Very truly yours,
GASCOIGNE, REID AND COMPANY, Inc.

By [signature] Vice President

CJR:L

124

LARCHMONT HILLS

TELEPHONES
LARCHMONT 161 AND 1669

HERBERT M. WILLIAMS
SALES REPRESENTATIVE
OFFICE AT
LARCHMONT STATION

May 29, 1924.

Mr. Albert H. T. Banshaf
130 W. 42d St.
New York City.

Dear Mr. Banshaf:-

We were both surprised to learn that any question has ever been raised as to the fact of our offering any of the golf club tract, part of which we have under option from D. W. Griffith's Corp., at any higher price than the option price.

Mr. Perrin stated to you, in asked for the option, that we were merely acting as brokers at the usual commission of 5% and that the only object in getting options was to hold the tract together in order to be able to deliver it intact.

Every communication addressed to the Larchmont Yacht Club or to Commodore Ford has stated the same facts, namely that we were making nothing but 5% commission and that the prices at which the properties were offered to the club were the actual option prices, all of which the owners were to get with the exception of our 5% commission.

As Mr. Perrin told you yesterday, we have been delayed in our arrangements with the Larchmont Yacht Club but the matter has started up again with fresh impetus and we feel that it will go through. It will, however, take more time and we do not feel under the circumstances that we should have to put up cash in order to get the thing through. We therefore request thirty days extention of our option without any payment. The other three owners have agreed to this.

Yours very truly,

Herbert M. Williams.

Howell C. Perrin.

Form 1087

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

NEWCOMB CARLTON, President GEORGE W. E. ATKINS, First Vice-President

Received at 40 BROAD STREET, (CENTRAL CABLE OFFICE,) NEW YORK, N. Y. "1707"

H 83 NC

LONDON 32.

LCO GREY CARE GREYGINF.

119 NEWYORK. GRAY

GARD & W GRIFFITH INC

RC 363 1476 DAY

REFERRING YOUR LETTER SEVENTEENTH MAY TO RUSSELL AS PRESENT FIGURES DO NOT INDICATE OUR INTEREST WILL COVER OUTLAYS REGRET BOARD WILL NOT AUTHORISE ADDITIONAL ADVANCES GIFFORD

IDEF ILM

C 0600

Give to McSorley

PLEASE ADDRESS ALL COMMUNICATIONS TO THE FIRM AND NOT TO INDIVIDUALS

LONDON, W.1. 29th May 1934

Albert L. Grey Esq.,
Messrs. D.W. Griffith, Inc.,
303 Longacre Building,
New York City.

Dear Mr. Grey,

I received your letter of 17th May, and placed your request to continue to pay Mr. Gifford's salary out of moneys accruing to you on account of WHITE ROSE, before my Board.

Our total advances to date, including salaries to Gifford and Manning of £990, amount to about £27,800, which on a 30/70 basis will require about £40,000 gross receipts to cover, and as contracts to date including estimated sharing terms only amount to £25,000, my Board refused to authorise any further advances. I therefore cabled you to this effect which I trust reached you safely.

I had anticipated seeing you again in New York before this, but on account of my wife having to undergo a serious operation, I was unable to leave London. I am glad to say that everything is going on satisfactorily, and hope that she will be well on the way to a complete recovery within the next few weeks.

With kindest regards to Mrs. Grey and yourself in which my wife joins,

Yours sincerely,

E. Bussey

D. W. GRIFFITH, President
HARRY O. RITHER, Vice President

GUY RITHER, Secretary
ALBERT H. T. MANSHAF, Treas.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Hugh Terminal Sales Building, 130 West 42nd St. New York
TELEPHONE BRYANT 6897

132

May 30th 1924

Dear Mr. Manshaf:

I have checked over all the slips but a few which I could not find on the list and have noted the changes in addresses.

I did not get a chance to look through the letters. If you want me to do it next Friday, let me know. Everything is in the bundle on the desk.

Very truly yours,

M. J. Harmel

~~159~~
174

Abschrift des Briefes von:
A.Adams, Helsingfors,
Henriksgatan 10

Helsingfors, den 30.5.24

Transocean Film Co.,

Berlin
Friedrichstrasse 225

Wir erhielten Ihren Verkaufsabschluss vom 30.Mai betr. den D.W.Griffith Film White Rose für Finnland und erklären uns mit den darin enthaltenen Zahlungs- und Lieferungsbedingungen voll und ganz einverstanden.

Hochachtungsvoll

gez. A.Adams.

TRANSLATION

Copy of a letter from
A.Adams, Helsingfors
Henrickesgatan 19.

Helsingfors 30th May 1924

Transocean Film Co.
BERLIN,
Friedrichstrasse 225

We received your contract of the 30th May re. the D.W.Griffith film "WHITE ROSE" for Finland and declare ourselves in full and complete agreement with the conditions of payment and delivery as set down therein.

Yours faithfully,

(Signed) A. Adams

EXPORT IMPORT
TRANSOCEAN-FILM-CO. G.M.B.H.
LONDON ZÜRICH NEW YORK BERLIN
BANKKONTO: S. KAUFMANN & CO. BERLIN W.8, UNTER DEN LINDEN 16
POSTSCHECKKONTO: BERLIN NW 7 Nr. 73005
A.B.C. CODE 5TH ED. · BENTLEY'S CODE · CINEMA CODE
TELEGRAMME: TRANSOFILM · FERNSPRECHER: LUTZOW 1005

Copy

PRL/ISCH. BERLIN SW 48, den 30. Mai 1924
Friedrichstrasse 225

Firma
A.Adams,

Helsingfors

Henricksgatan 10

Wir bestätigen hierdurch an Sie verkauft zu haben, den D.W.Griffith Film, New York

"White Rose"

für das Monopolgebiet Finnland nach den heutigen Grenzen, zum Lizenzpreis von

U.S.A. $ 1.000.- (EintausendU-S.A.Dollar)

zahlbar sofort bei Verkaufsabschluss.

Die Anzahl der Kopien,die Sie berechtigt sind für die Monopolgebiete von uns zu beziehen, ist mit 2 Kopien limitiert. Für den Fall, dass Ihnen durch Force Majeur eine Kopie vernichtet werden sollte verpflichten wir uns, falls Sie uns den Nachweis dieser Beschädigung erbringen, Ihnen gegen übliche Berechnung Ersatz zu liefern,

Es ist Ihnen bekannt, dass das Negativ dieses Films sich zurzeit noch im Ausland befindet und wir deshalb nicht in

der Lage sind, Ihnen sofort Kopien ab Berlin zu liefern. Sollten Sie daher bereits in nächster Zeit Kopien des Films benötigen, so können wir Ihnen dieselben gemäss unseren Monopol- und Lieferungsbedingungen sofort aus dem Auslande besorgen.

Unsere Monpol- und Lieferungsbedingungen fügen wir in der Anlage bei, zu deren Anerkennung Sie sich durch Kauf des vorstehenden Films verpflichten.

Hochachtungsvoll

TRANSOCEAN FILM CO.G.M.B.H.

Transocean Film Co. G.m.b.H. Berlin

TRANSLATION

30th May 1924

Messrs.
A. Adams,
HELSINGFORS,
Henrikesgatan 10.

We herewith confirm having sold to you the D.W. Griffith Film:

"WHITE ROSE"

for the monopoly territory of Finland according to the present frontiers, at a license price of:

U.S.A.$1,000 (One thousand U.S.A.Dollars)

payable when concluding this agreement.

The number of copies which you are entitled to take over from us for your monopoly territory is limited to two. In the event of any one of these copies being destroyed through Force Majeur, we undertake to supply you with a substitute copy at the usual price, provided you produce for us proof of such destruction.

It is known to you that the negative of this film is, at the present time, abroad and we are therefore not in a position to deliver to you immediately copies ex. Berlin. Should you require to take over a copy of this film within the course of the next few months, we can, in accordance with our conditions of monopoly and delivery, procure you a copy from abroad.

Our monopoly and delivery conditions are set down in the enclosure and you bind yourself to acknowledge same through the purchase of the aforementioned film.

Yours faithfully,

TRANSOCEAN FILM CO. G.m.b.H.,

Monopol- und Lieferungsbedingungen

Berlin, den 30. Mai 1924

Firma: A.Adams, Helsingfors, Henrikesgatan 10

Betr. Films: "White Rose"

Für die Monopolgebiete: Finnland

Laut unserem Brief von: 30.Mai 1924

1. Monopolschutz:

Der Käufer verpflichtet sich, die Films lediglich in den obengenannten Gebieten auszunutzen, während der Verkäufer sich verpflichtet, die Films in den Gebieten des Käufers weder direkt noch indirekt anderweitig zu verwerten. Für jeden Fall der Zuwiderhandlung unterwerfen sich Käufer und Verkäufer einer Konventionalstrafe von $ 1.000.- in Worten Eintausend Dollar unbeschadet weiterer Schadenersatzansprüche. Käufer verpflichtet sich ferner für den Fall, dass er seine Rechte an diesen Films oder Kopien derselben weiterverkauft, seine Abnehmer auf Einhaltung dieser Monopol- und Lieferungsbedingungen gegen Konventionalstrafe und Schadenersatzandrohungen zu binden. Für den Fall der Uebertragung irgendwelcher Rechte aus diesen Abmachungen an dritte Personen bleibt der Käufer dem Verkäufer in vollem Umfang haftbar. Käufer ist auf Verkäufers Verlangen verpflichtet, alle Rechte, die ihm gegen seine Abnehmer zustehen, an Verkäufer abzutreten.

Sollten wider Erwarten Kopien der Films von dritter Seite in die dem Käufer zugestandenen Monopolgebiete widerrechtlich eingeführt werden, so überträgt der Verkäufer dem Käufer für diesen Fall all seine Rechte gegen den Verletzenden. Alle Schritte, die Käufer für den Fall einer solchen Monopolverletzung unternimmt,

gehen zu dessen Lasten, während alle Schadenersatzzahlungen, die Käufer für solche Fälle erreicht, ihm gehören.

Der Verkäufer bestätigt dem Käufer ausdrücklich, dass alle anderen Monopolkäufer dieser Films durch den Verkäufer bezw. die Hersteller und deren sonstige rechtmässigen Vertreter durch Vertrag, Konventionalstrafe und Schadenersatzandrohungen gebunden sind, Kopien der obigen Films nur in den von den respektiven Käufern erworbenen Monopolgebieten vorzuführen und auszunutzen.

Das Monopolrecht wird dem Käufer auf die Dauer von

3 Jahren übertragen, beginnend mit dem Tage der Uebernahme der ersten Kopie

Der Verkäufer hat das Recht, Kopien, die an Käufer unter den obigen Monopolbedingungen geliefert worden sind, nach Beendigung der Monopolzeit zurückzuverlangen. Die Rücksendungskosten trägt der Verkäufer. Die Rückgabepflicht erlischt nur, wenn die Kopien nachweislich zerstört, gestohlen oder sonstwie abhanden gekommen sind.

2. Lieferung von Kopien.

Der Verkäufer verpflichtet sich, dem Käufer Kopien der Films, solange sich die Negative in Berlin befinden, zu liefern. Bei Ordererteilung ist dem Verkäufer der ungefähre Betrag, den der Verkäufer für Einkaufen des Materials benötigt, anzuweisen. Der Verkäufer verpflichtet sich in diesem Falle, dem Käufer dasjenige Quantum Material bei der Kopieranstalt des Verkäufers zu reservieren, welches Verkäufer für den überwiesenen Betrag am Tage des Einganges desselben erwerben kann. Die Berechnung des Kopierlohnes erfolgt zu dem Preise, der am Tage der Abnahme der Kopien durch den Käufer in Berlin tagesüblich ist. Für Manipulationsspesen berechnet der Verkäufer auf den Gesamtkopierpreis 5 % in Worten: f ü n f Prozent.

Die Berechnung der Kopien erfolgt zuzüglich 3 % Verschnitt. Die Prüfung derselben durch den Käufer muss sofort bei Uebernahme erfolgen. Etwaige Reklamationen werden vom Verkäufer nur anerkannt, wenn sie innerhalb 48 Stunden nach Erhalt der Kopien ihm bekannt gegeben werden.

Es ist dem Käufer bekannt, dass die ausländischen Negative sich nur vorübergehend zur Verfügung des Verkäufers in Deutschland befinden. Macht der Verkäufer an Käufer Mitteilung davon, dass die Eigentümer solcher Negative dieselben abrufen wollen, so ist Käufer verpflichtet, die von ihm benötigten Kopien unter Anweisung der entsprechenden Geldbeträge an Verkäufer sofort nach Empfang der Mitteilung in Auftrag zu geben, widrigenfalls Verkäufer von der Verpflichtung zur Lieferung von Kopien befreit ist. Verkäufer erklärt sich jedoch bereit, dem Käufer nach Möglichkeit auch dann Kopien der Films zum Selbstkostenpreis zuzüglich der obengenannten Manipulationsspesen zu beschaffen, wenn sich die Negative nicht mehr in Berlin befinden sollten. In diesem Fall ist dem Verkäufer der ungefähre Betrag, den die Kopien in fremder Währung ausmachen sollten, in Originalwährung mit Order anzuweisen.

Die Uebergabe von Kopien an Käufer ist abhängig von der Bezahlung der Aufführungsrechte, deren Zahlungsbedingungen in einem besonderen Schreiben festgelegt sind.

Sollte wegen Mangels an Rohmaterial, oder aus sonstigen vom Verkäufer nicht zu vertretenden Umständen die Lieferung unmöglich sein, oder sollte durch Personalmangel oder aus einem sonstigen Grunde eine Verzögerung in der Lieferung eintreten, so ist Käufer nicht berechtigt, Schadenersatzansprüche wegen Nichterfüllung nicht ordnungsmässiger oder verspäteter Erfüllung zu stellen.

3. Reklame.

Der Verkäufer verpflichtet sich, dem Käufer Fotos, Titellisten, Beschreibungen und Plakate, soweit solche beim Verkäufer lagern, zu dem Tagespreise zu liefern, der am Tage der Uebernahme und Zahlung durch Verkäufer in Berlin branchenüblich ist.

Käufer verpflichtet sich, in seinen Ankündigungen die Firma: D.W.Griffith, New York
als Herstellerin und: May Marsh

als Star zu nennen. Käufer verpflichtet sich ferner, in jeder Kopie der Films nach dem Haupttitel des ersten Aktes einen Untertitel zu bringen, der die obigen Stars und Firma ankündigt.

4. Schiedsgericht.

Für alle Streitigkeiten, die aus diesen Vereinbarungen sich ergeben könnten, oder damit im Zusammenhang stehen, wird vereinbart, dass der ordentliche Rechtsweg ausgeschlossen sein soll und dass sich Käufer und Verkäufer einem Schiedsgericht unterwerfen. Jede Partei hat das Recht, innerhalb 14 Tagen nach Anruf des Schiedsgerichts, je einen Schiedsrichter, der in Deutschland ansässig ist, zu ernennen. Bleibt einer der einen Parteien 14 Tage nach Anruf des Schiedsgerichts mit der Ernennung des Schiedsrichters im Verzuge, so hat die andere Partei eine Nachfrist von einer Woche zur Ernennung des Schiedsrichters zu setzen. Nach Ablauf dieser Nachfrist geht die Ernennung dieses Schiedsrichters auf den anderen Teil über. - Die beiden Schiedsrichter wählen einen unparteiischen Obmann, der, falls die Schiedsrichter sich über die Person des Obmanns nicht einigen können, vom Präsidenten der Handelskammer in Berlin zu ernennen ist. Für den Fall, dass aus irgend einem Grunde ein von dem Schiedsgericht gefällter Schiedsspruch aufgehoben wird, so

wird vereinbart, dass auch für das weitere Verfahren das Schiedsgerichtsverfahren unter Ausschluss des ordentlichen Rechtsweges bestehen bleiben soll. Als Gerichtsstand im Sinne des § 1045 der ZPO ist das Amtsgericht Berlin-Mitte zuständig. Der Sitz des Schiedsgerichts ist Berlin.

Andere Vereinbarungen über Monopol-, Zahlungs- und Lieferungsbedingungen haben nur dann Gültigkeit, wenn dieselben vom Verkäufer schriftlich bestätigt worden sind.

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THE ALLIED ARTISTS CORPORATION LTD.

BALANCE SHEET AS MAY 30th.1924.

ASSETS:

Cash	£ 8068. 9. 5.
Advances & Deposits	581.1r. 0.
Accessories (Stock)	7129.15. 6.
Accounts Receivable	45070. 5. 2.
Furniture & Fixtures	1865.19. 5.
	£58236. 2. 6.

LIABILITIES:

Accounts Payable		£30481. 3. 1.
United Artists Corp:-		
Purchase Account	£ 85. 0. 2.	
Commission do:	3197.18. 1.	3112. 18.11
Capital		7500. 0. 0.
Surplus on Played & Earned basis		17202. 0. 6.
		£ 58236. 2. 6.

INCOME STATEMENT

Total contracts Played & Earned(100%)		£40993. 6. 6.
Corporations share		£ 13706. 9. 3.
Less: 4% United Artists Corp:	1639.14. 7.	
1% Mr. Hiram Abrams....	409.18. 7.	2049.13. 2.
		£ 10656.16. 1.
Other Income:		
Sale of Accessories	831.14. 4.	
Interest & Discount	89.18. 8.	921.13. 0.
Gross Income.....		£ 11578. 9. 1.
Less Corporations share of Censoring,Prints,Duty,etc		397.19. 9.
Remainder		£ 11180. 9. 4.
Less: Operating Expense	7381.18.11.	
Bad debts account	2. 5. 0.	7379.13.11.
		£ 3800.15. 5.
Surplus at beginning of Fiscal Year		£ 13401. 5. 1.
Surplus at May 30th.1924.....		3800.15. 5.

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ACCOUNTS RECEIVABLE

Customers balances for hire and accessories	£41816. 1. 8.
Musketeers Booklet account	74.16. 3.
United Artists - Paris	1237.19. 9.
Branch Offices - Petty Cash	220. 0. 0.
D.W.Griffith Inc:	8. 2.10.
Mack Sennett Comedies	150. 1. 1.
Associated Authors Inc	1484. 4.11.
Mary Pickford	294.10. 2.
Miscellaneous	8.17. 0.
The Pickford Company	559. 9. 3.
Nathan Burkan	24. 1. 3.
	£ 45878. 4. 2.
Thief of Bagdad Booklet account	1. 0.
	£ 45878. 3. 2.

THE ALLIED ARTISTS CORPORATION LTD.

SCHEDULE OF ACCOUNTS PAYABLE

Trade Creditors		£ 3122.11.10
Producers Accounts:-		
Mary Pickford	£4355.17. 9.	
Charles Chaplin	2283. 1. 9.	
Douglas Fairbanks	11774.16. 0.	
D.W.Griffith Inc:	1784. 6.10.	
Distinctive Prod:	659. 8. 2.	
Bennett Pic.Corp:	720.13. 1.	
Mack Sennett Com:	765.10. 4.	
Nazimova Prodtns:	1042.17. 2.	
Charles Ray Prod:	1125. 4. 8.	
L. Pickford Prod:	191.10. 4.	
X.L. Productions:	347. 4. 1.	
Max Linders Prod:	353.16. 5.	
The Pickford Coy:	713.14. 7.	
Associated Authors	1180.10. 1.	
		27298.11. 3
		£ 30421. 3. 1

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ADVANCES AND DEPOSITS

Balance from 25th.April.1924.	£ 281.15. 0.

THE ALLIED ARTISTS CORPORATION LIMITED.

HOME OFFICE OPERATING EXPENSE AT MAY 30th.1924.

Classification	This month	Two months this year.
1. Salaries	£724.11. 9.	£1294. 6. 3
2. Rent & House Service	77.15. 3.	127.15. 3
3. Travelling	151.17. 6.	245.15. 1
4. Stationery	19. 1. 3.	21. 9. 0
5. Postage	30. 0. 0.	57. 0. 0
6. Telephone & Telegraph	44. 8. 5.	107.18. 2
7. Freight & Carriage	83. 9. 6.	105.18. 4
8. Advertising	91. 9. 5.	167. 5. 6
9. Legal Expenses	41. 0. 3.	54. 8. 5
10. Insurance	4. 2. 0.	4. 2. 0
11. Miscellaneous	71.14. 2	109.19. 0
	£ 1339. 9. 6.	£ 2295.17. 0

THE ALLIED ANGLICA CORPORATION LIMITED.

BRANCH OFFICE OPERATING EXPENSE AT MAY 30th, 1924.

Branch	Salaries	Rent & House Service	Travelling	Stationery Printing..	Telephone Telegraph	Postage	Freight Carriage	Miscell -aneous	Total	Total two months this year	Sales this month	Sales two months this year	Operating %
BIRMINGHAM	128.12. 1	-. -.-	32. 9. 3	8. 9. 3	33.18.10	3.10.0	4. 8. 0	13.12. 9	243. 0. 2	422.15. 2	1101. 9. 4	2151. 9. 4	15.29
CARDIFF	125. 0. 0	18. 0.2	55.11. 6	8. 9. 3	29.16. 3	3.16.9	1.11. 4	23.11. 6	285.16. 9	486.13. 3	1122. 0. 1	2406. 0. 1	20.19
GLASGOW	196.17.11	65. 0.0	41. 0. 4	8. 9. 3	1.10. 7	4. 8.6	17.14. 2	73. 5. 8	408. 6. 5	633. 7. 3	2147. 8.11	3559. 4. 5	17.78
LEEDS	155. 0.10	43.10.0	73.17.11	8.12. 3	38.12. 5	3. 0.0	12. 8. 9	11. 7. 1	346. 9. 3	520.16.10	2243. 0. 0	3034. 0. 0	17.13
LIVERPOOL	145. 0.10	-. -.-	12. 8. 7	9.18. 3	36.16. 0	5. 0.0	4.18. 8	6.15. 4	220.17. 8	415.15. 4	1108. 3. 8	1898.13. 8	21.86
MANCHESTER	128.12. 1	-. -.-	29.15.10	9.10. 0	1. 8. 2	9. 8.0	11.16. 2	28.11.11	219. 2. 2	447.17. 0	1859.17. 5	3697.17. 5	12.09
NEWCASTLE	129. 6. 6	43. 7.9	42. 1.11	8. 9. 3	2.12. 0	3.12.8	4.18.11	2. 2.10	236.11.10	428.10. 2	967. 0. 0	1567. 0. 0	27.31
LONDON	547.17. 6	50. 0.0	93.17.10	8. 9. 3	15.16. 1	10. 0.0	-. -. -	48. 6. 5	774. 7. 1	1434. 9. 3	3317. 9. 6	5924.19. 6	24.2
IRELAND	101.19. 8	-. -.-	21. 7. 9	9. 5.11	7.10. 7	3. 0.0	7. 3.	2.18.10	145.15. 6	295.17. 8	1000.18. 9	1200. 8. 9	24.58
	£1668. 7. 5	219.17.11	402.10.11	79.12.8	198. 0.11	45.15.11	57.8. 9.	210.12. 4	2882. 6.10	5086. 1.11	14867. 7. 8	26439.13. 2	

Percentage of Expenses to sales for month 19.38

do do do two months 19.23

THE ALLIED AUDITORS CORPORATION LTD.

INCOME STATEMENT

MAY 30th.1934.

Picture	Sales: This month	Sales: Two months this year	Sales: To date	Played and Earned: This month	Played and Earned: Two months this year	Played and Earned: To date	Corporations share of Played & Earned this year	Unplayed contracts at date
POLLYANNA	16. 0. 0.	36. 0. 0.	37112.16. 8.	47. 0. 0.	56. 0. 0.	26989. 6. 8.	16.16. 0.	152.10. 0
SUDS	-. -. -.	7.10. 0.	24548.17. 9.	26.10. 0.	38.10. 0.	24324.17. 9.	11.11. 0.	164. 0. 0
BACK DOOR	25.10. 0.	42.10. 0.	22094.14.10.	55. 0. 0.	78. 0. 0.	21779. 4.10.	22. 8. 0.	315.10. 0
LOVELIGHT	20.10. 0.	50. 0. 0.	19498.15. 8.	62. 0. 0.	245. 0. 0.	19105. 5. 5.	73.10. 0.	293.10. 0
FAUNTLEROY	86.10. 0.	137. 0. 0.	32985. 6. 7.	122.10. 0.	199. 0. 0.	32280. 8. 3.	59.14. 0.	672.18. 4.
TESS	122.10. 0.	259.10. 0.	26708. 9. 6.	453.10. 0.	1539. 0. 0.	25450. 2.10.	461.14. 0.	1238. 6. 8
ROSITA	2728.11. 2.	5176. 1. 2.	23270. 1. 2.	1740.11. 2.	3015.11. 2.	10429.11. 2.	1304.12. 5.	12140.10. 0
PARIS	4097. 5.10.	7592. 5.10.	27704.15.10.	6677. 5.10.	10759.15.10.	12554.15.10.	5227.18. 9.	15170. 0. 0
ZORRO	49.10. 0.	92.10. 0.	31248.15. 0.	104.10. 0.	178.10. 0.	30609.18. 9.	52.11. 0.	438.16. 2
CLOUDS	5. 0. 0.	34. 0. 0.	19750. 4. 2.	26.10. 0.	59.10. 0.	19242. 7. 6.	17.17. 0.	407.16. 8
THE NUT	25. 0. 0.	54.10. 0.	17780.17. 4.	283. 0. 0.	304.10. 0.	17193.17. 4.	91. 7. 0.	587. 0. 0
MUSKETEERS	82.10. 0.	121. 0. 0.	34712. 3. 5.	206. 0. 0.	240.10. 0.	33927. 8. 5.	102. 2. 0.	774.15. 0
BLOOD	51. 0. 0.	79.10. 0.	15512. 5. 2.	432. 6. 8.	797. 6. 8.	14600. 1.10.	239. 4. 0.	912. 3. 4
MOLLYCODDLE	20. 0. 0.	53.10. 0.	19654. 7. 9.	177. 0. 0.	202.10. 0.	19209.17. 9.	60.15. 0.	444.10. 0
ROBIN HOOD	2421. 6.10.	3259. 2. 4.	81293.10. 2.	3522. 8. 3.	7626.12. 4.	74333.10. 2.	2287.19. 8.	6960. 0. 0
STREET	5. 0. 0.	17.10. 0.	14421.16. 0.	22. 0. 0.	32. 0. 0.	14231.16. 0.	9.12. 0.	190. 0. 0.
EAST	1312. 3. 9.	2132. 3. 9.	151984.14. 7.	1912. 3. 9.	3630.10. 5.	147507. 0. 7.	1089. 3. 1.	4477.14. 0.
NIGHT	452.10. 0.	722. 0. 0.	32731.14. 9.	1077. 0. 0.	1678. 0. 0.	31225.11. 6.	503. 8. 0.	2506. 3. 2.
DISRAELI	-. -. -.	3. 0. 0.	11108. 3.10.	20. 0. 0.	35. 0. 0.	11034. 3.10.	10.10. 0.	74. 0. 0.
PASSION	59. 0. 0.	150. 0. 0.	4897. 0. 0.	103.10. 0.	255.0. 0.	4284.15. 0.	76.10. 0.	612. 5. 0.
VOICE	89.10. 0.	176. 0. 0.	2837.15. 0.	115. 0. 0.	387. 0. 0.	2276.15. 0.	116. 2. 0.	561. 0. 0.
TRAIL	17. 0. 0.	56. 0. 0.	12773. 1. 9.	33. 0. 0.	75.10. 0.	12406. 6. 9.	22.13. 0.	366.15. 0.
LADY	50.10. 0.	104. 0. 0.	5171. 5. 0.	164. 0. 0.	420. 0. 0.	4728.11. 8.	126. 0. 0.	442.13. 4.
FARM	20. 0. 0.	26. 0. 0.	6433.16. 9.	46. 0. 0.	119.10. 0.	6174. 9. 3.	35.17. 0.	259. 7. 6.
MOLLY/O	21.10. 0.	40.10. 0.	5273. 0. 0.	99. 0. 0.	177. 0. 0.	4997. 3. 4.	53. 2. 0.	275.16. 8.
IDOL	170.10. 0.	256. 0. 0.	1809. 2. 6.	155. 0. 0.	360. 0. 0.	848.12. 6.	108. 0. 0.	960.10. 0.
CROSS ROADS	87. 0. 0.	217.10. 0.	1824.10. 0.	130.10. 0.	261. 0. 0.	875.12. 6.	78. 6. 0.	948.17. 6.
ARABY	133. 0. 0.	199.10. 0.	2790.17. 6.	240.10. 0.	405. 3. 4.	2090. 0.10.	162. 1. 4.	700.16. 8.
SUZANNA	67.10. 0.	171. 0. 0.	1822.10. 0.	117. 0. 0.	237.10. 0.	1089.12. 6.	95. 0. 0.	722.17. 6.
HOUSE	-. -. -.	9. 0. 0.	6735. 0. 0.	98.10. 0.	202.10. 0.	6372. 0. 0.	60.15. 0.	363. 0. 0.
SALOME	16. 0. 0.	47. 0. 0.	8890. 7. 0.	67.10. 0.	127. 3. 4.	8017. 5. 4.	50.17. 4.	873. 1. 8.
WOMAN	65.10. 0.	160.10. 0.	4293.10. 0.	267. 6. 8.	510.16. 8.	3705.19. 2.	204. 6. 8.	587.10.10.
TAILOR MAN	61. 0. 0.	80. 0. 0.	3380.10. 0.	103.10. 0.	260.10. 0.	2901.12. 6.	78. 3. 0.	478.17. 6.
GIRL I LOVED	70.10. 0.	126.10. 0.	5643.10. 0.	382. 0. 0.	858. 0. 0.	4125.10. 0.	257. 8. 0.	1518. 0. 0.
THERE'S	57. 0. 0.	131.10. 0.	4294. 2. 2.	187.10. 0.	429. 0. 0.	3930. 4. 8.	171.12. 0.	363.17. 6.
FINISH	155.10. 0.	322. 0. 0.	8339. 0. 0.	378.10. 0.	711.16. 8.	7341.16. 8.	213.11. 0.	997. 3. 4.
HILL BILLY	742. 0. 0.	1373. 0. 0.	2004.10. 0.	5. 0. 0.	5. 0. 0.	5. 0. 0.	1.10. 0.	1999.10. 0.
PAY	30.10. 0.	50.10. 0.	2710. 0. 0.	60. 0. 0.	81.10. 0.	2264. 2. 6.	32.12. 0.	445.17. 6.
RICHARD	420. 0. 0.	762.10. 0.	7976. 0. 0.	1021. 0. 0.	2233.10. 0.	4871. 0. 0.	893. 8. 0.	3105. 0. 0.
LIES	667.10. 0.	1434.10. 0.	2139.10. 0.	35. 0. 0.	35. 0. 0.	35. 0. 0.	14. 0. 0.	2104.10. 0.
MORE WOMEN	329.10. 0.	876.10. 0.	1399. 0. 0.	25. 0. 0.	25. 0. 0.	25. 0. 0.	10. 0. 0.	1374. 0. 0.
£	14867. 7. 8.	£ 26439.13. 2.	£ 748828. 7. 8.	£20899.12. 5.	£ 40993. 6. 6.	£ 679715.16. 8.	£ 12706. 9. 3.	£ 69112.11. 0.

H.O.OPERATING	£1339. 9. 6.	£2295.17. 0.	1339. 9. 6.	2295.17. 0.
BRANCH DO:	2882. 6.10.	5086. 1.11.	2882. 6.10.	5086. 1.11.
TOTAL DO:	4221.16. 4.	7381.18.11.	4221.16. 4.	7381.18.11.
% OF OPERATING	28.41	27.92	18.01	20.21

New York Office,
1476 Broadway,
New York, N. Y.,
May 31, 19 4.

Dr. Walter H. Munn,
40 East 42nd Street,
New York, N. Y.

Dear Doctor:

I had the prescription for your tonic made up and it seems to be doing me a great deal of good. I had a second bottle made up but upon testing same, I find that not only is the taste different, but it looks different, so this fellow evidently changed the quantity of the ingredients of the second bottle. I enclose herewith a copy of the prescription which he gave me. Please check this up and see whether the correct quantity of each ingredient is marked thereon. If not, will you kindly give me a new prescription as I intend to have it made at another drugstore. I believe that after I have taken a few more bottles I will be in a great deal better shape.

Some of these irresponsible drug stores do not hesitate to change the quantity of ingredients in harmless prescriptions so as to get a greater profit out of the prescription, and I think that is what this fellow has done with my second bottle. Will you kindly give me the address of a reliable druggist who is not a soap merchant and soda fountain dispenser.

Kindly address me to Suite 1107, 1476 Broadway, New York.

Thanking you, and with kindest regards, I remain

Very truly yours,

JCE/CC

D. W. GRIFFITH, PRESIDENT
R. L. GREY, VICE PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1122

New York Office,
May 31, 1934.

Mr. A. H. T. Banzhaf,
130 West 42nd Street,
New York, N. Y.

Dear Mr. Banzhaf:

I received your letter of May 29th, regarding the return of the $2,000 check to Mr. L. Ward Prince, in which you mention I should have returned this check before. Regarding this, please note that in my very long and varied accounting experience I have never known that it is compulsory on the part of a company to return checks which, after being deposited, were returned by the bank for whatsoever reason. Such checks, when returned, are the property of the party depositing them and need never be returned, and Mr. E. Ward Prince has no claim on this check whatsoever. It is customary to use these checks as a basis for a suit for payment.

We will return the check to Mr. Prince as a matter of courtesy, but for him to set up a claim is incompetent, irrelevant and immaterial, as you lawyers say, and entirely illegal.

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. GANZHAF, Secretary
J. C. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

May 31st 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Way Down East		4060		
Birth of a Nation		20573		
Broken Blossoms		280		
Love Flower		7893		
Romance		4436		
America		1422		
	0	38664	0	0

Positive stock used

Eastman	37479	
Belgian	422	
Agfa	763	
Powers	0	38664

Negative stock used

Eastman 0

CONSULATE GENERAL
OF THE
NETHERLANDS

TEL. BROAD 8887
44 BEAVER STREET

105 A

No.2703. NEW YORK May 31st, 1924.

Dear Sirs:-

In compliance with the request, contained in your letter of the 28th inst., and enclosed cheque for $ 3.-, I beg to return to you herewith the power of attorney, duly legalised as also the copy thereof.

2

Yours very truly,

W.P.Montyn,
Consul-General.

Messrs. Banzhaf, Pembleton & Littick,
130 West 42nd Street,
NEW YORK.

CONDENSED CONSOLIDATED BALANCE SHEET

UNITED ARTISTS CORPORATION

ALLIED PRODUCERS AND DISTRIBUTORS CORPORATION

UNITED STATES, CANADA, CUBA AND MEXICO

AS OF MAY 31st, 1924

BALANCE SHEET

ASSETS

1.	Cash in Banks		$ 49,644.47
2.	Working Advances, Loans, and Special Deposits Recoverable (Schedule A)		34,147.53
3.	Accounts Receivable:		
	From Producers (Schedule B)	$466,311.46	
	For Advances to Foreign Companies (Schedule C)	171,211.39	
	Miscellaneous (Schedule D)	232,346.05	870,168.90
4.	Accessories		75,130.80
5.	Furniture and Fixtures less depreciation		38,212.79
6.	Investments (Schedule E)		58,060.00
7.	Deferred Charges to Future Operations (Schedule F)		29,194.40
8.	Artists Contracts		25,000.00
9.	Deficit on Played and Earned Basis		38,702.70
			$1,218,431.59

LIABILITIES

1.	Notes Payable:		
	To Banks (Schedule G)	270,000.00	
	To Trade Creditors (Schedule H)	43,419.53	313,419.53
2.	Accounts Payable:		
	To Producers (Schedule J)	391,856.42	
	To Trade Creditors and Others (Schedule K)	68,138.98	459,995.40
3.	Notes Receivable Discounted		500.00
4.	Deposits from Exhibitors on Contracts (Schedule L)		293,340.31
5.	Deposits from Exhibitors for War Tax to be refunded		17,751.35
6.	Income Deferred on Account of Sale of Foreign Rights		8,425.00
7.	Preferred Stock Issued and Outstanding		120,000.00
8.	Common Stock Issued and Outstanding		25,000.00
			$1,238,431.59

CONDENSED CONSOLIDATED STATEMENT OF INCOME

FIVE MONTHS MAY 31, 1924

	CONTRACTS PLAYED AND EARNED			$2,090,207.68
1.	Corporations Share of Played and Earned			512,213.96
2.	Less - Corporations Share of Prints, Duties, etc.			8,069.28
3.	Gross Income from Distribution			504,144.68
4.	Less - Operating Expenses			572,686.97
5.	Net Loss from Distribution			68,542.29
6.	Add - Other Deductions (Schedule M)			11,994.63
7.	Net Loss from Operations			80,536.92
8.	English Commissions to April 25, 1924	24,959.60		
9.	Income Earned from Sale of Foreign Rights	860.00	25,819.60	
	Less- Cost of Supervision of Foreign Business (Schedule N)		22,087.87	3,731.73
10.	Net Loss			$ 76,805.19
11.	Surplus December 29, 1923			38,102.49
12.	Deficit May 31, 1924			$ 38,702.70

Approved: Maurice S. Cleary

President — Treasurer — Comptroller

SCHEDULE A

MISCELLANEOUS ACCOUNTS, LOANS AND SPECIAL CORPORATE RECEIVABLES

ASSETS			MAY 31, 1924
Contingent Funds	-	Home Office	41,228.26
		Exchanges	50,000.00
Petty Cash	-	Home Office	450.00
Loans to Employees	-	F. A. Beach	351.25
Deposits to secure Gas and Electric Service			254.00
			$94,183.51

SCHEDULE B

ACCOUNTS RECEIVABLE FROM PRODUCERS

Douglas Fairbanks	-	When The Clouds Roll By		461.35
D. W. Griffith Inc.	-	The Love Flower	$ 253.29	
		Dream Street	1,235.64	
		Way Down East	4,892.65	
		Orphans Of The Storm	4,746.04	
		One Exciting Night	6,094.74	
		The White Rose	59,818.87	77,041.93
Charles Chaplin	-	Shoulder Arms		82.15
Mack Sennett	-	Suzanna		322.51
Mark Producing Corp.	-	Judith of Bethulia		58.78
Associated Authors Inc.	-	Richard The Lion Hearted	10,392.20	
		Loving Lies	5,831.87	
	-	No More Women	6,834.46	23,058.53
Graham Wilcox Prod. Ltd.	-	Woman's Secret		18,824.90
Romance	-			70,773.85
Carnival	-			7,247.25
Aitken Inc.	-	The Birth of A Nation (Wisconsin)		270.01
Douglas Fairbanks	-			101,862.11
Mary Pickford	-			86,646.97
D. W. Griffith	-			99,660.52
				$486,311.46

SCHEDULE C

ACCOUNTS RECEIVABLE FOR ADVANCES TO FOREIGN COMPANIES

Allied Artists Corporation Limited	16,006.13
Les Artistes Associes S. A.	20,956.50
United Artists Australasia Limited	33,233.13
United Artists South America Limited	36,513.59
United Artists Corporation of The Far East	64,802.04
	$171,511.39

SCHEDULE D

ACCOUNTS RECEIVABLE MISCELLANEOUS

Contracts Played and Earned but Unpaid	34,500.32
Douglas Fairbanks Studio Account	2,320.97
Mary Pickford Studio Account	19,024.19
Charles Chaplin Studio Account	2.16
Terra Film Corporation	168,500.00
Harvey Sheehan	6,631.99
George F. Lenehan	1,126.13
T. Y. Henry	233.48
A. A. Lowe	6.81
	$232,346.05

SCHEDULE A

INVESTMENTS

ASSETS	MAY 31, 1964
Capital Stock Allied Artists Corporation Limited	$29,437.50
Capital Stock Los Artistes Associes S.A.	3,622.50
Capital Stock United Artists Corporation Reacquired	25,000.00
	$58,060.00

SCHEDULE F

DEFERRED CHARGES TO FUTURE OPERATIONS

Hiram Abrams - Commissions on Unplayed Business	$16,583.73	
Commissions on Sale of Foreign Rights paid in Advance	1,685.00	18,268.73
Deposits on Leases to be Applied as Rent		7,500.00
Prepaid Rent		3,395.67
		$ 29,164.40

SCHEDULE G

NOTES PAYABLE TO BANKS

LIABILITIES			MAY 31, 1924
East River National Bank	-	Due August 4, 1924	$150,000.00
Commercial Trust Company	-	Due September 8, 1924	120,000.00
			$270,000.00

SCHEDULE H

NOTES PAYABLE TO TRADE CREDITORS

Claremont Laboratories Inc.	13,845.04
D. W. Griffith Inc.	13,200.91
Artcraph Company	4,075.25
Wyanoak Publishing Company	2,111.16
I. Rubin Co.	772.25
Rothacker Aller Company	413.08
	$ 34,416.73

SCHEDULE J

ACCOUNTS PAYABLE TO PRODUCERS

Douglas Fairbanks	-	His Majesty The American	$ 481.30	
		The Hollycoddle	672.38	
		The Mark Of Zorro	2,925.03	
		The Mat	445.83	
		The Three Musketeers	2,921.99	
		Robin Hood	7,280.28	14,727.41
Mary Pickford	-	Pollyanna	455.40	
		Suds	352.36	
		The Love Light	793.46	
		Through The Back Door	842.11	
		Little Lord Fauntleroy	1,571.85	
		Tess Of The Storm Country	4,760.58	
		Rosita	29,459.64	
		Dorothy Vernon of Haddon Hall	46,244.59	84,479.99
D. W. Griffith Inc.	-	Broken Blossoms		1,039.42
Charles Chaplin	-	A Woman Of Paris		30,416.99
Mack Sennett	-	Down On The Farm	217.99	
		The Shriek of Araby	850.32	
		Small Town Idol	60.45	
		CrossRoads of New York	16.52	
		Molly 'O	104.18	1,249.46
Distinctive Prod. Inc.	-	Disraeli	323.80	
		The Ruling Passion	328.01	
		The Man Who Played God	651.97	1,303.78
Bennett Picture Corp.	-	The Iron Trail	445.12	
		Fair Lady	666.71	1,111.83
Nazimova Productions Inc.	-	Doll's House	108.24	
		Salome	719.02	827.26
Charles Ray Prod. Inc.	-	The Tailor Made Man	1,178.29	
		The Girl I Loved	1,716.80	2,895.09
Wark Producing Corp.	-	The Fall of Babylon	105.00	
		Mother and The Law	52.50	157.50
Carried Forward				$138,208.73

SCHEDULE J (Cont.)

ACCOUNTS PAYABLE TO PRODUCERS

LIABILITIES				MAY 31, 1934
Brought Forward				$138,208.73
Graham Gilmore Prod. Ltd.	-	Paddy The Next Best Thing		1,671.35
Mary Pickford	-	Merrigan's Finish	$ 1,841.15	
		The Gill Silly	3,027.42	10,868.64
[illegible] Producing Corp.	-	Birth of A Nation		81,020.15
Abel Gance		I Accuse		137.19
Glorious Adventure Inc.	-			414.27
A. L. Productions Inc.	-	Woman's Woman		428.54
Max Linder	-	Three Must Get Thereo		660.59
Mary Pickford	-	Account of Sales of Foreign Rights		160,072.00
Payable As Agent for Foreign Corporations				18,431.26
				$391,812.42

SCHEDULE K

ACCOUNTS PAYABLE TO TRADE CREDITORS AND OTHERS

M. C. Miner Litho Company	56,046.12
Miscellaneous Accounts Payable	11,027.63
Due Producers for Scrap Film Reclaimed	465.23
	$68,138.98

SCHEDULE L

DEPOSITS FROM EXHIBITORS ON CONTRACTS

Contracts for Exhibitions Unplayed and Unearned	$1,395,043.48
Less - Contracts Unplayed and Unpaid	1,110,080.03
	284,963.45
Add - Overpayments and Deposits	8,376.86
	$ 293,340.31

SCHEDULE H

OTHER DEDUCTIONS

OTHER DEDUCTIONS		
Interest	$6,677.26	
Taxes	3,491.20	
Accessories Given Away (Mexico)	3,060.29	
Uncollectible Accounts	931.14	14,160.89
OTHER INCOMES		
Profit on Sale of Accessories	626.10	
Discount Earned on Accounts Payable	1,137.16	
Miscellaneous Rent Revenue	110.00	2,166.26
NET DEDUCTIONS		$11,994.63

SCHEDULE I

FOREIGN ADMINISTRATIVE EXPENSES

Salaries	21,122.69
Telegraph, Cable Charges, Passports, Visa Fees, etc.	965.18
	$22,087.87

[illegible] PICTURES CORPORATION

FOR MONTH OF MAY 1926 - AND CUMULATIVE FROM JANUARY 1, 1926

	MONTH OF MAY		FIVE MONTHS TOTAL 1926	
CLASSIFICATION				
1. Salaries		$7,171.33		$44,773.19
(a) Commissions				
(b) Executives and Employees				
1. Administrative	$1,320.00		$7,167.14	
2. Sales	2,397.50		12,627.71	
3. Advertising	2,012.33		14,542.37	
4. Accounting and Finance	2,424.50	18,256.33	10,811.97	72,431.19
2. Rent and House Service		904.06		4,643.36
3. Travelling		1,863.84		11,285.13
4. Stationery and Printing		492.92		3,985.80
5. Telephone and Telegraph		578.45		2,599.87
6. Postage		199.11		1,152.52
7. Freight and Cartage		1.73		556.87
8. Advertising				
(a) Trade Paper Adv.	504.25		5,945.08	
(b) General	195.41		825.17	
(c) Trade Paper Publicity	279.37		1,584.55	
(d) Theatre Publicity	317.45	1,376.48	4,724.89	13,079.69
9. Attorneys Fees		2,478.83		11,889.01
10. Insurance		1,164.82		2,213.50
11. Miscellaneous				
(a) Miscellaneous	526.31		3,592.60	
(b) Alterations and Repairs	36.39		441.52	
(c) Film Maintenance	16.00		160.63	
(d) Paper and Twine	-- o --		3.50	
(e) Screening	4.60	583.30	50.10	4,248.35
TOTAL		$31,071.80		$170,098.08

STATEMENT OF A MEMBER PARTY AND SUPPLEMENT AS OF MAY 30, 1929

FOR MAY 1929 - AND SEVEN-TEN YEARS JANUARY 1, 1929

PICTURES	Production Expenses			Distribution and Exploitation				Negative Contracts
	M A Y	FIVE MONTHS THIS YEAR	TO DATE	M A Y	FIVE MONTHS THIS YEAR	TO DATE	DISTRIBUTOR'S SHARE FIVE MONTHS THIS YEAR	TO DATE
Pollyanna	$ 1,407.80	$ 6,121.96	$ 925,332.83	$ 870.00	$ 5,703.33	$ 916,038.87	$ 1,327.94	$ 7,303.36
Dude	938.04	2,552.99	585,318.76	638.08	3,485.98	580,724.32	862.49	8,494.44
The Love Light	1,286.96	5,168.03	580,369.67	1,234.85	6,148.17	577,076.42	1,560.61	11,693.15
Little Lord Fauntleroy	3,834.79	12,951.94	921,034.32	3,016.64	14,928.94	668,065.56	3,602.75	32,968.76
Through The Back Door	2,411.17	8,731.62	622,760.21	1,590.71	8,660.83	609,284.95	2,118.17	13,475.26
Tess Of The Storm Country	6,548.00	43,866.51	966,745.12	8,085.88	51,554.04	926,954.75	12,099.70	39,790.37
Rosita	11,496.38	223,903.41	861,993.37	46,401.01	510,676.87	782,014.33	119,281.10	79,979.04
Dorothy Vernon of Haddam Hall	115,761.13	185,085.04	185,085.04	96,969.00	96,969.00	96,969.00	22,279.21	68,116.04
Total Pickford Productions	$142,612.42	$487,381.50	$5,661,138.62	$158,735.57	$608,327.13	$5,379,118.29	$163,092.14	$282,020.42
His Majesty The American	1,238.31	5,284.84	633,200.06	827.91	4,990.69	626,229.71	1,182.81	6,970.35
When The Clouds Roll By	978.35	5,193.06	590,446.60	667.50	4,524.63	582,605.35	1,152.96	7,841.25
The Mollycoddle	1,478.31	7,143.21	649,205.30	1,108.31	6,213.46	640,440.91	1,540.35	8,764.39
The Mark Of Zorro	5,546.68	37,637.36	636,457.49	5,501.68	37,862.71	614,539.99	8,842.02	21,917.50
The Nut	1,171.33	5,137.13	545,673.74	782.50	5,663.13	534,168.16	1,355.98	11,505.58
The Three Musketeers	3,186.87	18,713.27	1,477,968.51	3,821.02	20,872.23	1,448,496.36	4,923.25	29,472.15
Robin Hood	8,070.07	75,231.90	1,917,808.92	12,814.80	111,027.39	1,885,875.90	25,903.62	31,933.02
Total Fairbanks Productions	$ 21,669.92	$154,340.77	$6,350,760.62	$25,523.72	$191,154.24	$6,232,356.38	$44,900.99	$118,404.24
Broken Blossoms	1,480.84	4,547.43	$ 610,292.59	$ 615.00	$ 2,881.93	$ 605,010.09	$ 720.02	$ 5,282.50
The Love Flower	1,277.00	5,468.91	401,944.93	562.50	5,475.59	390,123.58	1,434.61	11,821.39
Dream Street	1,385.85	4,842.52	549,836.65	779.46	5,675.83	522,825.49	1,373.35	27,011.16
Way Down East	3,628.35	22,339.82	1,828,231.45	4,612.24	23,476.08	1,799,913.44	5,607.88	28,318.01
Orphans Of The Storm	6,029.70	32,267.18	1,254,937.78	6,465.57	40,189.76	1,222,186.95	9,473.23	32,750.83
One Exciting Night	5,352.57	38,500.11	807,049.67	8,390.73	49,873.52	752,297.90	11,449.88	54,751.77
The White Rose	7,028.60	98,362.91	665,298.38	18,072.81	159,835.30	581,716.06	37,388.00	83,582.32
America	30,700.00	30,700.00	30,700.00	— o —	— o —	— o —	— o —	30,700.00
Total Griffith Productions	$ 56,882.91	$237,028.88	$6,148,291.45	$39,498.31	$287,408.01	$5,874,073.51	$67,446.97	$274,217.94
A Woman Of Paris (Chaplin)	$ 15,786.59	$254,508.26	$ 604,837.36	$40,436.79	$394,980.57	$ 470,359.67	$90,234.28	$134,477.69
Down On The Farm	589.00	2,853.12	388,130.97	364.29	3,218.66	383,404.01	853.69	4,726.96
Suzanna	1,667.51	13,059.63	239,991.41	2,795.73	19,143.61	209,533.39	6,160.49	30,458.02
The Shriek of Araby	1,032.51	11,543.77	125,270.98	1,629.69	17,570.96	112,178.67	5,494.58	13,092.31
A Small Town Idol	128.03	311.19	3,725.71	93.02	311.19	3,725.71	104.42	— o —
Crossroads ofNew York	19.70	262.50	2,528.15	24.28	271.78	2,537.43	87.25	(Cr) 9.28
Molly 'O	154.63	586.32	2,988.68	159.13	599.17	3,016.53	203.08	(Cr) 27.85
Total Sennett Productions	$3,591.38	$28,616.53	$762,635.90	$5,066.14	$41,115.37	$714,395.74	$12,903.51	$48,240.16
Disraeli	467.50	2,597.59	310,313.75	510.00	5,055.29	294,596.83	1,315.63	15,716.92
Ruling Passion	980.83	7,024.50	245,083.26	867.31	9,498.21	228,966.32	2,471.39	16,116.94
The Man Who Played God	1,620.38	10,360.38	243,937.73	1,689.11	14,873.49	227,135.09	3,796.92	16,802.64
Total Distinctive Productions	$ 3,068.71	$19,982.47	$799,334.74	$3,066.42	$29,426.99	$750,698.24	$7,583.94	$48,636.50
The Iron Trail	1,295.00	4,913.14	278,430.45	1,163.07	8,767.50	263,436.55	2,244.25	14,993.90
Fair Lady	907.34	5,413.95	165,257.09	1,239.84	7,913.85	150,338.59	2,049.86	14,918.50
Total Bennett Productions	$ 2,202.34	$10,327.09	$443,687.54	$2,402.91	$16,681.35	$413,775.14	$4,294.11	$29,912.40

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[illegible] OF RANDOM [illegible] FILMS AND BORROW [illegible] OF MAY 30, 1924

FOR MAY 1924 - AND CUMULATIVE FROM JANUARY 1, 1924

	[illegible]			[illegible] AND [illegible]				
PICTURES	M A Y	FIVE MONTHS THIS YEAR	TO DATE	M A Y	FIVE MONTHS THIS YEAR	TO DATE	CORPORATION'S SHARE FIVE MO'S.THIS YEAR	UNPAID CONTRACTS TO DATE
Bull's Eyes	$ 527.27	$ 3,224.31	$ 207,709.71	$ 496.02	$ 4,754.16	$ 191,182.87	$ 1,256.67	$ 16,526.64
Salome	727.56	5,380.98	105,647.03	1,176.18	7,827.60	90,434.15	2,503.74	15,212.88
Total Hastmoon Productions	$ 1,254.83	$ 8,605.29	$ 313,356.74	$ 1,672.20	$ 12,581.76	$ 281,617.02	$ 3,760.41	$ 31,739.72
Tailor Made Man	$ 1,578.03	$ 11,654.64	$ 368,533.48	$ 2,105.52	$ 14,755.64	$ 349,736.98	$ 3,772.27	$ 18,796.50
The Girl I Loved	2,219.96	19,701.10	237,824.71	2,874.45	27,265.60	215,361.71	6,985.99	22,363.00
Total May Productions	$ 3,797.99	$ 31,355.74	$ 606,358.19	$ 4,979.97	$ 42,021.24	$ 565,098.69	$ 10,758.26	$ 41,159.50
Judith Of Bethulia	$ — o —	$ 15.00	$ 600.00	$ — o —	$ 225.00	$ 385.00	$ 67.50	$ 215.00
The Fall Of Babylon	205.00	1,300.00	3,356.11	165.00	455.00	990.00	109.50	2,366.11
Mother and The Law	140.00	470.00	1,865.00	75.00	1,095.00	1,866.11	355.50	Cr. 1.11
Total Park Productions	$ 345.00	$ 1,785.00	$ 5,821.11	$ 240.00	$ 1,775.00	$ 3,241.11	$ 532.50	$ 2,580.00
Richard The Lion Hearted	$ 3,746.53	$ 40,767.55	$ 155,277.97	$ 6,674.81	$ 60,332.65	$ 109,553.07	$ 19,529.06	$ 45,724.90
Loving Lies	6,120.00	56,186.00	72,996.00	6,223.54	38,516.04	38,766.04	11,638.42	34,229.96
No More Women	5,942.50	50,961.50	62,906.50	5,517.50	24,842.50	30,392.50	7,498.25	32,514.00
Total Associated Authors Prod.	$15,809.03	$ 147,915.05	$ 291,180.47	$18,415.85	$123,691.19	$ 178,711.61	$ 38,665.73	$ 112,468.86
Paddy The Next Best Thing	$ 2,672.50	$ 25,832.35	$ 87,637.67	$ 3,777.50	$ 33,855.35	$ 64,218.17	$ 12,069.52	$ 23,419.50
A Woman's Secret	4,155.00	24,367.50	24,567.50	2,560.00	5,462.50	5,462.50	1,911.87	19,105.00
Total Wilcox Productions	$ 6,827.50	$ 50,199.85	$ 112,205.17	$ 6,337.50	$ 39,317.85	$ 69,680.67	$ 13,981.39	$ 42,524.50
Garrison's Finish	$ 2,271.66	$ 16,974.72	$ 214,263.32	$ 3,093.99	$ 24,509.71	$ 192,428.81	$ 6,608.32	$ 21,834.51
The Hill Billy	11,839.50	85,292.00	101,737.00	14,182.50	49,980.00	49,980.00	12,800.24	51,757.00
Total Jack Pickfords Prod.	$14,111.16	$ 102,266.72	$ 316,000.32	$17,276.49	$ 74,489.71	$ 242,408.81	$ 19,408.56	$ 73,591.51
The Birth of a Nation	$18,126.33	$ 142,646.70	$ 298,946.56	$30,787.27	$109,266.06	$ 234,700.47	$ 25,108.92	$ 64,246.09
Romance	319.67	817.16	255,869.88	336.83	2,020.94	246,127.21	542.70	9,742.67
Carnival	310.00	1,377.84	191,196.72	375.00	2,884.99	178,661.24	743.90	12,535.48
I Accuse	210.00	873.75	101,471.07	362.50	235.90	83,689.82	70.77	17,781.25
Glorious Adventure	755.00	3,180.00	102,150.68	785.00	7,468.25	82,734.43	2,712.63	19,416.25
A Woman's Woman	1,255.00	6,880.18	122,375.07	1,186.45	8,560.63	102,511.02	3,046.48	19,864.05
Three Must Get Theres	862.50	4,850.75	116,263.50	1,318.75	6,800.50	104,879.25	2,425.77	11,384.25
Total Miscellaneous Prod.	$21,838.50	$160,626.38	$1,188,273.48	$35,151.80	$137,237.27	$1,033,303.44	$34,651.17	$154,970.04
Total All Productions	$ 309,798.28	$ 1,694,939.53	$23,603,881.71	$ 358,803.67	$ 2,090,207.68	$ 22,208,838.23	$ 512,213.96	$ 1,395,043.48
Exchange Expenses	$ 68,647.90	$ 402,588.89		$ 68,647.90	$ 402,588.89			
Home Office Expenses	31,071.80	170,098.08		31,071.80	170,098.08			
Total Expenses	$ 99,719.70	$ 572,686.97		$ 99,719.70	$ 572,686.97			
% Exchanges Expenses	22.16	23.75		19.13	19.26			
% Home Office Expenses	10.03	10.04		8.66	8.14			
% Total Expenses	32.19	33.79		27.79	27.40			

[illegible]

[illegible] - AND CUMULATIVE FROM JANUARY 1st, [illegible]

Exchange		Salaries	Rent and Power Service	Traveling	Stationery and Printing	Telephone and Telegraph	Postage	Freight and Express	Miscellaneous	Total Expense	[illegible]	Operating Ratio
Atlanta	May	$ 1,481.50	$ 181.04	$ 226.74	$ 18.49	$ 110.78	$ 65.20	$ 41.66	$ 13.47	$ 2,138.50	$ 5,850.00	36.5
	Five Months this year	9,346.50	924.08	2,591.27	242.65	694.19	292.76	431.94	108.83	14,652.09	45,155.95	32.4
Boston	May	3,584.50	373.94	362.94	36.49	60.95	37.36	42.32	31.82	3,535.69	10,467.83	33.7
	Five Months this year	19,187.00	1,964.11	2,719.46	287.66	358.95	206.27	406.00	505.06	24,574.51	78,540.21	27.4
Buffalo	May	946.00	352.14	552.01	- o -	62.99	25.21	27.40	23.10	1,889.85	5,315.50	34.9
	Five Months this year	5,663.00	1,843.93	3,166.79	79.30	309.16	106.07	116.56	34.30	10,725.13	45,707.03	23.4
Chicago	May	5,151.75	976.20	966.92	71.39	859.83	177.86	221.16	134.43	7,930.64	44,730.86	17.7
	Five Months this year	31,410.58	5,279.30	8,224.34	709.15	1,602.49	801.46	1,111.57	889.67	50,028.52	259,220.63	19.2
Cleveland	May	3,019.50	455.24	839.89	56.73	69.75	60.19	242.96	56.85	4,791.11	68,542.49	7.9
	Five Months this year	16,981.00	2,299.47	5,099.95	306.60	495.92	381.72	1,394.83	389.75	27,349.24	156,495.70	17.4
Dallas	May	1,798.00	186.28	571.72	11.99	86.01	667.42	76.96	237.48	3,035.77	18,161.64	16.7
	Five Months this year	10,721.17	954.11	3,825.47	197.00	747.52	364.06	570.96	563.58	17,943.87	67,880.09	26.4
Denver	May	980.00	153.98	240.58	35.90	35.94	20.96	19.41	35.31	1,522.08	4,182.50	36.3
	Five Months this year	5,537.87	771.27	1,675.88	105.63	210.01	170.49	226.16	134.28	8,831.59	26,825.93	32.9
Detroit	May	1,544.00	231.21	282.53	4.85	46.42	53.51	71.49	4.90	2,238.91	4,921.84	45.4
	Five Months this year	8,690.85	1,175.61	1,238.75	68.64	228.95	191.83	504.58	127.26	12,226.47	46,533.15	26.2
Kansas City	May	1,730.00	251.83	794.54	66.00	76.91	64.53	118.23	80.52	3,182.56	6,308.57	50.4
	Five Months this year	9,750.00	1,293.29	2,635.08	625.66	396.70	639.72	682.46	426.52	16,469.43	43,643.55	37.7
Los Angeles	May	1,812.00	324.91	345.09	35.57	104.73	40.00	138.00	79.85	2,880.15	19,777.44	14.5
	Five Months this year	10,080.50	1,664.18	1,778.99	205.43	509.83	189.60	677.75	335.04	15,441.32	100,289.79	15.3
Minneapolis	May	1,128.00	344.63	219.19	60.50	32.61	38.00	42.87	6.08	1,871.88	8,881.75	21.0
	Five Months this year	6,417.55	1,725.40	1,551.47	144.11	195.55	221.94	215.16	124.86	10,596.04	46,577.13	22.7
New Haven	May	584.00	216.00	197.11	12.90	27.71	16.36	12.80	5.05	1,071.93	4,326.68	24.7
	Five Months this year	3,310.00	1,099.40	1,017.65	51.57	130.35	66.08	95.07	82.65	5,852.77	22,722.23	25.7
New York	May	3,735.00	300.00	729.23	1.35	138.63	38.86	76.74	175.92	5,195.73	20,875.00	24.8
	Five Months this year	20,871.50	1,506.20	3,951.35	171.98	383.61	183.87	682.81	942.69	28,694.01	183,973.70	15.5
Omaha	May	1,243.50	123.95	398.23	129.59	67.37	91.06	29.48	55.21	2,138.39	2,854.22	74.9
	Five Months this year	7,573.84	556.75	4,077.03	630.05	500.79	243.46	358.60	291.88	14,232.40	28,591.31	49.7
Philadelphia	May	1,652.00	317.00	418.47	23.30	55.86	14.19	89.68	23.29	2,593.79	8,985.00	28.8
	Five Months this year	7,676.00	1,594.49	2,379.89	104.35	294.20	136.31	411.01	144.82	12,741.07	85,349.99	14.9
Pittsburgh	May	2,029.49	261.20	358.05	29.27	88.79	50.80	169.60	435.75	3,422.95	17,282.50	19.8
	Five Months this year	11,615.91	2,130.43	2,748.94	341.64	375.20	296.66	887.53	867.57	19,263.88	98,981.72	19.4
Portland	May	472.00	36.30	60.72	25.70	13.25	18.00	Cr. .72	- o -	625.25	1,632.50	38.3
	Five Months this year	2,596.00	181.50	230.59	32.93	118.12	78.48	11.54	6.50	3,255.66	11,705.00	27.8
St. Louis	May	1,772.00	177.05	465.10	37.55	41.94	29.18	84.35	122.59	2,729.76	11,768.35	23.1
	Five Months this year	9,200.00	918.36	3,136.24	228.91	425.36	196.47	533.32	592.54	15,231.20	46,560.93	32.7
San Francisco	May	1,506.00	309.27	38.70	3.70	37.65	20.00	6.69	83.50	2,005.51	20,638.23	9.7
	Five Months this year	9,873.00	1,617.02	455.06	112.85	208.86	111.12	131.91	301.63	12,811.45	68,797.30	18.6
Seattle	May	1,120.00	218.60	60.96	3.05	101.71	58.90	24.93	63.59	1,651.74	10,738.45	15.3
	Five Months this year	6,650.00	1,123.53	602.13	276.50	346.68	305.36	180.56	366.60	9,851.36	43,328.81	22.7
Washington	May	1,442.00	273.15	425.51	22.20	97.21	27.02	75.32	6.88	2,369.29	6,705.64	35.3
	Five Months this year	8,111.00	1,389.00	2,468.95	63.54	453.03	107.18	262.09	130.37	12,985.16	60,236.02	21.5
Total U.S.	May	$ 37,731.24	$ 5,971.52	$8,543.62	$ 685.93	$1,616.44	$1,014.41	$ 1,611.93	$1,645.99	$58,821.08	$ 295,546.99	19.9
	Five Months this year	$217,263.21	$31,351.43	$55,597.28	$4,986.15	$8,945.49	$5,290.93	$9,894.38	$7,428.30	$340,757.17	$1,567,116.17	21.7

STATEMENT OF CANADIAN OPERATING EXPENSES

FOR MONTH OF MAY 1925 - AND ACCUMULATIVE FROM JANUARY 1, 1925

AUTHORIZED		SALARIES	RENT AND HOTEL EXPENSES	TRAVELLING EXPENSES	STATIONERY AND PRINTING	TELEGRAMS AND TELEPHONES	POSTAGE	FREIGHT AND CARTAGE	MISCELLANEOUS EXPENSES	TOTAL EXPENSES	R.O.A.A.A	OPERATING RATIO
Bermuda	M a y	$ 790.00	$ 93.12	$ 10.40	$ 18.00	$ 31.74	$ 48.00	$ 96.73	$ 275.64	$ 1,353.60	$ 2,257.70	59.9
	Five Months this year	4,300.00	952.91	37.10	119.31	75.67	128.00	511.80	1,828.13	7,950.52	13,142.90	57.4
Canada	M a y	4,167.00	514.[illegible]	921.34	62.55	270.50	109.90	358.16	661.25	7,135.95	9,621.08	74.0
	Five Months this year	24,614.50	2,910.32	4,913.72	592.34	1,262.47	757.85	1,683.71	2,977.06	39,711.97	79,449.66	49.9
Mexico	M a y	922.00	111.75	24.75	39.72	16.77	14.95	92.44	131.89	1,347.27	2,372.51	56.7
	Five Months this year	5,846.54	903.40	1,444.07	246.05	169.75	201.71	1,633.15	4,124.56	14,569.23	35,230.80	41.3
Total Foreign	M a y	5,879.00	719.82	1,016.39	116.67	309.01	169.85	547.33	1,068.75	9,826.81	14,251.29	68.9
	Five Months this year	34,561.04	4,366.23	6,394.89	957.70	1,507.89	1,087.56	4,028.66	8,927.75	61,831.72	127,823.36	48.3
Grand Total	M a y	$ 43,610.24	$ 6,691.34	$ 9,560.01	$ 802.60	$ 1,925.45	$ 1,184.26	$ 2,159.26	$ 2,714.74	$ 68,647.90	$ 309,798.28	22.1
	Five Months this year	$251,824.25	$35,717.66	$61,992.17	$5,943.85	$10,453.38	$ 6,378.49	$13,923.04	$16,396.05	$402,588.89	1,694,939.53	23.7

SUMMARY OF JANUARY REPORTING BANKERS

FOR MONTH OF MAY 1925 - AND ACCUMULATIVE PERIOD JANUARY 1, 1925

REPORTS		BANK BANKERS	BANKING	BOOKERS, SHIPPERS AND INSPECTORS	CHECK-UP MEN	MISCELLANEOUS	TOTALS
Atlanta	M a y	$ 600.00	$ 460.00	$ 321.50	$ — o —	$ 200.00	$ 1,481.50
	Five Months this year	3,500.00	3,830.00	1,116.50	— o —	1,100.00	9,546.50
Boston	M a y	800.00	680.00	392.50	— o —	712.00	2,584.50
	Five Months this year	4,400.00	4,590.00	2,406.00	— o —	3,791.00	15,187.00
Buffalo	M a y	350.00	300.00	104.00	— o —	192.00	946.00
	Five Months this year	1,925.00	2,110.00	572.00	— o —	1,056.00	5,663.00
Chicago	M a y	1,600.00	2,160.00	704.00	123.75	564.00	5,151.75
	Five Months this year	10,500.00	13,770.00	3,620.00	857.37	3,863.15	31,610.52
Cleveland	M a y	1,050.00	1,100.00	529.50	— o —	340.00	3,019.50
	Five Months this year	5,762.50	6,795.00	2,553.50	— o —	1,870.00	16,981.00
Dallas	M a y	700.00	480.00	408.00	— o —	210.00	1,798.00
	Five Months this year	3,850.00	3,310.00	2,439.50	— o —	1,121.67	10,721.17
Denver	M A y	400.00	240.00	140.00	— o —	200.00	980.00
	Five Months this year	2,200.00	1,482.67	755.00	— o —	1,100.00	5,537.67
Detroit	M a y	560.00	540.00	204.00	— o —	240.00	1,544.00
	Five Months this year	3,380.00	2,979.00	1,011.85	— o —	1,320.00	8,690.85
Kansas City	M a y	600.00	620.00	220.00	— o —	290.00	1,730.00
	Five Months this year	3,275.00	3,582.50	1,210.00	— o —	1,682.50	9,750.00
Los Angeles	M a y	1,050.00	500.00	122.00	— o —	140.00	1,812.00
	Five Months this year	5,775.00	2,510.00	853.00	— o —	942.50	10,080.50
Minneapolis	M a y	500.00	420.00	68.00	— o —	140.00	1,128.00
	Five Months this year	2,750.00	2,260.00	375.00	250.05	782.50	6,417.55
New Haven	M a y	400.00	— o —	72.00	— o —	112.00	584.00
	Five Months this year	2,200.00	100.00	394.00	— o —	616.00	3,310.00
New York	M a y	850.00	1,520.00	862.00	— o —	503.00	3,735.00
	Five Months this year	5,075.00	8,302.50	4,687.00	— o —	2,807.00	20,871.50
Omaha	M a y	400.00	500.00	229.50	— o —	114.00	1,243.50
	Five Months this year	2,200.00	3,485.00	1,252.50	24.00	612.34	7,573.84
Philadelphia	M a y	400.00	600.00	396.00	— o —	256.00	1,652.00
	Five Months this year	1,825.00	2,300.00	2,147.00	8.00	1,396.00	7,676.00
Pittsburgh	M a y	850.00	590.00	365.49	— o —	224.00	2,029.49
	Five Months this year	4,675.00	3,420.00	2,288.91	— o —	1,232.00	11,615.91
Portland	M a y	400.00	— o —	— o —	— o —	72.00	472.00
	Five Months this year	2,200.00	— o —	— o —	— o —	396.00	2,596.00
St. Louis	M a y	500.00	890.00	298.00	— o —	84.00	1,772.00
	Five Months this year	2,737.50	4,460.00	1,433.50	— o —	569.00	9,200.00
San Francisco	M a y	900.00	— o —	386.00	— o —	220.00	1,506.00
	Five Months this year	6,300.00	240.00	2,123.00	— o —	1,210.00	9,873.00
Seattle	M a y	650.00	— o —	170.00	— o —	300.00	1,120.00
	Five Months this year	3,575.00	240.00	935.00	— o —	1,900.00	6,650.00
Washington	M a y	400.00	360.00	278.00	— o —	404.00	1,442.00
	Five Months this year	2,200.00	2,180.00	1,509.00	— o —	2,222.00	8,111.00
Total U. S.	M a y	$ 13,960.00	$ 11,960.00	$ 6,170.49	$ 123.75	$ 5,517.00	$ 37,731.24
	Five Months this year	$ 80,105.00	$ 71,946.87	$ 33,682.26	$ 539.42	$30,989.66	$217,263.21

ANALYSIS OF INCOMING OVERSEAS PASSENGERS

FOR MONTH OF MAY 1924 - AND ACCUMULATIVE FROM JANUARY 1, 1924

AGENCIES		ADULT PASSAGE	CHILDREN	BOOKING, SHIPPING AND INSPECTION	CHARGE-ON ACC	MISCELLANEOUS	T O T A L S
Havana	M o y	$ 340.00	$ 200.00	$ 140.00	$ - o -	$ 110.00	$ 790.00
	Five Months this year	1,870.00	1,100.00	770.00	- o -	560.00	4,300.00
Canada	M o y	1,275.00	750.00	750.00	- o -	650.00	4,127.00
	Five Months this year	11,275.50	5,100.00	4,150.75	- o -	4,088.25	24,614.50
Mexico	M o y	420.00	230.00	172.00	- o -	100.00	922.00
	Five Months this year	2,530.00	1,134.00	1,213.79	- o -	938.75	5,916.54
Total Foreign	M o y	2,035.00	1,180.00	1,102.00	- o -	860.00	5,879.00
	Five Months this year	15,665.50	7,334.00	5,934.54	- o -	5,627.00	34,561.04
Grand Total	M o y	$16,695.00	$13,140.00	$ 7,272.49	$ 123.75	$ 6,379.00	$ 43,610.24
	Five Months this year	$95,770.50	$79,280.87	$ 39,616.80	$ 539.42	$ 36,616.66	$251,824.25

ANALYSIS OF EXPENSES REGISTERED DURING DECEMBER

FOR MONTH OF MAY 1926 - AND CUMULATIVE FROM JANUARY 1st 1926

REGIONS		ADMINISTRATION AND REPAIRS	FIXED MAINTENANCE	RAPID AND TIMED	REPAIRING	ACCUMULATION DEPR.	MISCELLANEOUS	TOTALS
Atlanta	M a y	$ — o —	$ 7.75	$ 5.32	$ — o —	$ — o —	$ .80	$ 13.87
	Five Months this year	— o —	62.54	52.15	28.50	— o —	25.50	168.73
Boston	M a y	2.00	— o —	3.82	— o —	— o —	26.00	31.82
	Five Months this year	13.16	196.24	45.69	122.50	— o —	127.47	505.06
Buffalo	M a y	— o —	23.10	— o —	— o —	— o —	— o —	23.10
	Five Months this year	1.50	24.30	.75	4.00	— o —	5.75	36.30
Chicago	M a y	4.39	25.52	38.42	17.00	— o —	19.10	104.43
	Five Months this year	11.01	233.13	85.42	166.92	— o —	393.19	889.67
Cleveland	M a y	3.80	21.55	— o —	5.00	155.00	Cr128.50	56.85
	Five Months this year	16.30	119.51	49.03	45.25	155.00	4.66	389.75
Dallas	M a y	— o —	19.10	19.35	— o —	190.00	9.05	237.48
	Five Months this year	6.89	217.10	80.39	12.00	190.00	57.20	563.58
Denver	M a y	— o —	— o —	3.68	— o —	— o —	31.63	35.31
	Five Months this year	17.50	26.94	11.12	14.00	— o —	64.72	134.28
Detroit	M a y	— o —	1.50	— o —	— o —	— o —	3.40	4.90
	Five Months this year	— o —	54.25	17.73	40.50	— o —	14.78	127.26
Kansas City	M a y	2.86	44.81	1.90	8.50	— o —	22.45	80.52
	Five Months this year	6.86	240.06	51.78	15.50	— o —	112.32	426.52
Los Angeles	M a y	28.50	4.30	2.10	8.00	— o —	36.95	79.85
	Five Months this year	80.45	102.77	17.57	60.50	— o —	73.75	335.04
Minneapolis	M a y	— o —	6.08	— o —	— o—	— o —	— o —	6.08
	Five Months this year	48.06	17.92	15.53	16.05	— o —	27.30	124.86
New Haven	M a y	1.00	— o —	4.05	— o —	— o —	— o —	5.05
	Five Months this year	1.00	13.00	33.15	13.00	— o —	22.50	82.65
New York	M a y	— o —	94.90	42.12	— o —	— o —	38.90	175.92
	Five Months this year	— o —	533.88	91.51	5.25	— o —	312.05	942.69
Omaha	M a y	6.20	3.34	3.62	8.00	80.00	Cr.45.95	55.21
	Five Months this year	13.60	33.35	20.95	105.71	80.00	38.27	291.88
Philadelphia	M a y	10.50	3.50	— o —	1.50	— o —	7.79	23.29
	Five Months this year	12.47	34.15	19.00	36.75	— o —	42.45	144.82
Pittsburg	M a y	392.64	11.07	19.44	— o —	— o —	12.60	435.75
	Five Months this year	536.85	168.23	56.05	27.75	— o —	78.69	867.57
Portland	M a y	— o —	— o —	— o —	— o —	— o—	— o —	— o —
	Five Months this year	— o —	— o —	— o —	— o —	— o—	6.50	6.50
St. Louis	M a y	— o —	— o —	7.06	— o —	181.73	Cr 66.20	122.59
	Five Months this year	250.00	53.05	31.16	34.50	181.73	42.10	592.54
San Francisco	M a y	— o —	2.25	— o —	3.50	— o —	77.75	83.50
	Five Months this year	23.08	10.56	6.89	14.50	— o —	246.60	301.63
Seattle	M a y	4.05	18.33	3.98	— o —	145.00	Cr107.77	63.59
	Five Months this year	46.45	21.77	21.28	78.03	145.00	54.07	366.60
Washington	M a y	— o —	6.88	— o —	— o —	— o —	— o —	6.88
	Five Months this year	7.65	88.08	28.04	— o —	— o —	6.60	130.37
Total U.S.	M a y	$ 455.94	$ 293.98	$ 154.84	$ 51.50	$ 751.73	$Cr.62.00	$1,645.99
	Five Months this year	$1,092.83	$2,250.87	$ 735.19	$841.21	$ 751.73	$1,756.47	$7,428.30

ANALYSIS OF FOREIGN RECEIPTS

FOR MONTH OF MAY 1924 - AND CUMULATIVE FROM JANUARY 1, 1924

Countries		Negatives and Rentals	Film Maintenance	Paper and Films	Royalties	Advertising Aids	Miscellaneous	TOTAL
England	M a y	$ 6.50	$ - o -	$ .50	$ - o -	$ - o -	$ 266.61	$ 273.61
	Five Months this year	122.63	36.69	6.84	- o -	- o -	1,659.97	1,826.13
Canada	M a y	23.05	6.71	7.81	27.60	208.00	388.04	661.25
	Five Months this year	47.03	141.68	103.64	280.90	208.00	2,195.81	2,977.06
Mexico	M a y	1.47	36.50	7.54	- o -	- o -	84.38	131.89
	Five Months this year	81.15	187.89	38.97	8.25	- o -	3,814.20	4,124.56
Total Foreign	M a y	35.02	43.21	15.85	27.60	208.00	739.07	1,068.75
	Five Months this year	250.81	366.36	149.45	283.15	208.00	7,669.98	8,927.75
Grand Total	M a y	$ 490.96	$ 337.19	$ 170.69	$ 79.10	$ 959.73	$ 677.07	$ 2,714.74
	Five Months this year	$ 1,343.64	$ 2,617.23	$ 864.64	$1,124.36	$ 959.73	$9,426.45	$16,356.05

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS AGREEMENT made and entered into the day of May, 1924, by and between FAMOUS PLAYERS-LASKY CORPORATION, hereinafter called the "Corporation" and DAVID W. GRIFFITH, hereinafter referred to as "Mr. Griffith,"

W I T N E S S E T H:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

FIRST: The Corporation hereby engages Mr. Griffith to direct five motion pictures. The direction of said motion pictures shall commence after the completion of the contract now existing between Mr. Griffith and D. W. Griffith, Inc.

SECOND: The first four pictures to be made hereunder shall cost not exceeding $350,000 each, and are hereinafter generally referred to as "small pictures." The fifth picture shall cost not exceeding $1,000,000 and is hereinafter referred to as the "big picture." The stories shall be mutually agreed upon by Mr. Griffith and by either Mr. Zukor or Mr. Lasky on behalf of the Corporation.

THIRD: It is understood that Mr. Griffith has agreed to direct a motion picture for D. W. Griffith, Inc., to be distributed through United Artists, and that he contemplates starting said picture about July or August, 1924, and that the first small picture under this contract will be started about four weeks after the completion of the picture to be distributed by United Artists, as aforesaid.

FOURTH: For his services in directing each of the small pictures, Mr. Griffith shall be paid the sum of $100,000, and for

his services in directing the big pictures, the sum of $800,000. Payment of the above sums shall be made at the rate of $4000 per week at the end of each and every week, beginning with the first "shooting" date of each production; but if any of said productions are not completed by the time the aforesaid sums have been paid respectively, such production or productions are nevertheless, to be completed by the director without further payment.

FIFTH: As additional compensation for the services to be rendered by Mr. Griffith hereunder, he shall receive a sum equal to twenty per cent of the net profits of each production, as said profits are hereinafter more particularly defined.

SIXTH: Mr. Griffith agrees to devote his entire time and attention and his best talents and abilities exclusively to the services of the Corporation, from the first "shooting" date of the first picture, until the completion of the last, and not to engage in any other employment or occupation whatsoever during such period, unless there has been a failure of agreement between the parties, upon the stories to be filmed hereunder.

SEVENTH: Both parties intend to exercise the utmost good faith in endeavoring to agree upon the literary material for said motion picture productions, so far as is consistent with the policies and requirements of the Corporation on the one hand, and the talents of the director on the other.

EIGHTH: If the Corporation is prevented during the making of a picture, from continuing the same, by reason of fire, strikes, the Act of God or the public enemy, or any other cause beyond the control of the Corporation, whether of the same or of any

other character, the operation of this contract shall be suspended for the period during which the Corporation shall be so prevented.

NINTH: The director agrees that he will not, during the making of said motion pictures, permit his name to be used in connection with any motion pictures or any other commercial enterprises, excepting with pictures heretofore made by the director, and excepting the picture intended to be made to be distributed by United Artists and hereinbefore referred to.

TENTH: Each motion picture production directed by Mr. Griffith pursuant hereto, shall be prominently announced as a D. W. Griffith Production, in all paid advertising and publicity directly arranged by the Corporation.

ELEVENTH: The Corporation agrees to pay first-class transportation and for Pullman accomodations whenever the director is called upon to leave the City of New York for any studio in any other city, or for any work "on location" in rendering his services to the Corporation hereunder.

TWELFTH: The Corporation agrees to pay Mr. Griffith a bonus as to each motion picture produced pursuant hereto, equal to 20% of the amount by which the cost of said production, computed as hereinafter provided, shall be less than the sum of $350,000, the budget amount thereof as to each of the four small pictures, and equal to 20% of the amount by which the said cost is less than $1,000,000 as to the big picture. If the cost of any of the pictures shall exceed the budget amounts allotted thereto as hereinbefore set forth, 20% of the excess of such budget allotments shall be deducted from the additional compensation to be paid to

Mr. Griffith in accordance with paragraph Fifth hereof as to such production.

THIRTEENTH: It is understood that the cost of each production shall be determined in the usual manner employed by the Corporation, including:

(a) Charge for the use of the studio and its facilities, salary of director, personnel and actors, computed in the same manner as is now employed by the Corporation in ascertaining the studio, director, personnel and actor charges against its own productions.

(b) Cost of the story and scenario.

(c) Charges for such other items as are properly made or incurred in the making of such motion pictures.

(d) An allowance of $10,000 per picture as and for New York office overhead on the small pictures, and $20,000 on the big picture.

In computing net profits to be paid to the director under the terms hereof, each picture shall be considered separately. In arriving at said net profits, there shall be deducted in respect of each production, the following items:

(1) Cost of the negative.

(2) Cost of prints and replacements. 25%

(3) For distribution costs: 35% of the gross amounts paid by exhibitors for film rental within the United States; 35% of the gross film rentals in foreign territories where the distributor owns its own exchanges or controls 51% thereof by stock interests; 35% of the amounts received from the sale of

state rights for foreign countries; and 80% of the net amounts received from exchanges in foreign countries in which said productions are released through exchanges other than those owned or controlled by the Corporation.

(4) Cost of advertising and exploiting.

(5) The amount paid by the distributor for prints, or prints or parts of prints in replacements, for all countries, and for freight charges, duties and insurance thereon.

FOURTEENTH: Commencing July 1st following the release date of the first picture, and quarterly thereafter, reports will be furnished to the G. C. and Mr. Griffith, and such reports will be accompanied by remittance for any sums shown to be due thereunder. In case of any dispute arising, both parties agree to accept the audits and determination of Price, Waterhouse & Co., Chartered Accountants, as binding and conclusive.

FIFTEENTH: The Corporation agrees to procure for Mr. Griffith an amount needed to finance the production of the picture to be made for release through United Artists, to the extent of $250,000, without any compensation or profit to the Corporation for procuring such financing. Mr. Griffith agrees to deliver to any bank or party from whom such financing is procured, an assignment of all moneys accruing to him from the distribution of said picture, as collateral for the re-payment of such loan or advance, and agrees to guarantee the re-payment thereof to such bank or other party. In the event that the Corporation is required to guarantee the re-payment of such advance, Mr. Griffith agrees to indemnify and hold harmless the

said Corporation by reason of such guarantee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be duly executed the day and year first above written.

_____

_____

20% to come out of 16% profits
5% + 15% "
No other profits to D. W. Griffith sold on " over

THIS AGREEMENT made and entered into the day of May, 1924, by and between DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, party of the first part (hereinafter referred to as Mr. Griffith); D. W. GRIFFITH, INCORPORATED, a Maryland corporation, party of the second part (hereinafter referred to as the Griffith Corporation); and FAMOUS PLAYERS-LASKY CORPORATION, party of the third part, (hereinafter called the Famous Corporation);

W I T N E S S E T H :

WHEREAS, said Mr. Griffith is exclusively employed by the Griffith Corporation for a term of years; and

WHEREAS, the Griffith Corporation is under contract to deliver a motion picture photoplay directed by Mr. Griffith to the United Artists Corporation, a Delaware corporation, to complete its contract with the said United Artists Corporation; and

WHEREAS, said Griffith Corporation is without funds and is in need of financial assistance in order to produce and deliver such motion picture photoplay to said United Artists Corporation, and also is unable to pay the said Mr. Griffith the weekly salary due him pursuant to his contract; and

WHEREAS, the Griffith Corporation is desirous of obtaining funds or financial assistance in order to produce and deliver such motion picture photoplay to the said United Artists Corporation in fullfilment of its said contract; and

WHEREAS, the Famous Corporation is willing to assist said Griffith Corporation to finance said motion picture photoplay in consideration of said Griffith Cor-

poration permitting said Mr. Griffith to enter the employ of the Famous Corporation for the purpose of directing three motion picture photoplays for said Famous Corporation; and

WHEREAS, said Mr. Griffith is willing, with the consent of said Griffith Corporation, to enter the employ of the said Famous Corporation for the purpose aforesaid; and in consideration of said Famous Corporation assisting the Griffith Corporation in financing said motion picture photoplay to be delivered by the Griffith Corporation to the United Artists Corporation asaforesaid;

NOW, THEREFORE, in consideration of the sum of One ($1.00) dollar, by each of the parties hereto in hand paid, receipt whereof is hereby severally acknowledged, and for other good and valuable consideration, and in the future consideration of the premises and covenants in this agreement hereinafter contained, it is hereby mutually agreed as follows:

FIRST: The Famous Corporation agrees to procure for the Griffith Corporation an amount ~~xxxxxxx~~ needed to finance the production of a motion picture photoplay to be delivered to the United Artists Corporation for release to the extent of Two hundred fifty thousand ($250,000.) dollars without any compensation or profit to the Famous Corporation for procuring such financing. The Griffith Corporation agrees to deliver to any bank or party from whom such financing is procured an assignment of all moneys accruing to it from the distribution of said picture as collateral for the repayment of such loan or advance, and agrees to guarantee the repayment thereof to such bank or other party. In the event that the Famous Corporation is required

to guarantee the repayment of such advance, the Griffith Corporation agrees to indemnify and hold harmless the said Famous Corporation by reason of such guarantee.

SECOND: The Famous Corporation agrees to and hereby engages Mr. Griffith after the completion of the motion picture photoplay to be delivered to the United Artists Corporation by the Griffith Corporation as aforesaid to direct three (3) motion picture photoplays, and Mr. Griffith hereby accepts such employment and agrees to direct such three (3) motion picture photoplays for said Famous Corporation, and the Griffith Corporation hereby consents to permit Mr. Griffith so to do.

THIRD: The first and third motion picture photoplays to be directed hereunder for the Famous Corporation shall cost not exceeding One million ($1,000,000.00) dollars for each negative, and are hereinafter generally referred to as the "big pictures". The second picture shall cost not exceeding Three hundred fifty thousand ($350,000.00) dollars for the negatives, and said picture is hereinafter referred to as the "small picture". The stories shall be mutually agreed upon by Mr. Griffith and by either Mr. Zukor or Mr. Lasky on behalf of the Famous Corporation.

FOURTH: It is understood and agreed by the parties hereto that the picture to be delivered by the Griffith Corporation to the United Artists Corporation as aforesaid shall be started on or about July or August, 1924, and that the first big picture under this agreement will be started about four weeks after the completion of the picture to be delivered to the United Artists Corporation as aforesaid.

FIFTH: For Mr. Griffith's services in directing each of the big pictures, he shall be paid the sum of Two hundred thousand ($200,000.) dollars for each such picture, and for his services

in directing the small picture the sum of One hundred thousand ($100,000.). Payment of the above sum shall be made at the rate of Six thousand ($6,000.) dollars per week at the end of each and every week beginning with the first "shooting" date of each production; but if any of said productions are not completed by the time the aforesaid sums have been paid respectively, such production or productions are nevertheless to be completed by Mr. Griffith without further payment either by the Famous Corporation or the Griffith Corporation.

SIXTH: As additional compnesation for the services to be rendered by Mr. Griffith hereunder, he shall receive a sum equal to five (5%) percent of the net profits and the Griffith Corporation shall receive as a further consideration for the temporary release of Mr. Griffith's services herein a sum equal to fifteen (15%) per cent of the net profits of each production as said profits are hereinafter more particularly defined.

SEVENTH: Mr. Griffith agrees to devote his entire time and attention and his best talents and abilities to the services of the Famous Corporation exclusively in pursuance of this contract, except such services as may be deemed necessary by him to the interest of the Griffith Corporation, from the first "shooting" date of the first picture until the completion of the last, and he agrees not to engage in any other employment or occupation whatsoever during such period except as aforesaid for the benefit of the best interests of the Griffith Corporation and with the exception that he may give his attention and services to the interest of any other business which he may now be interested in, provided the same does

not unreasonably interfere with the purposes of this contract, unless there has been a failure of agreement between the parties upon the stories to be filmed hereunder.

EIGHTH: Both Mr. Griffith and the Famous Corporation intend to exercise the utmost good faith in endeavoring to agree upon the literary material for said motion picture productions, so far as is consistent with the policies and requirements of the Famous Corporation on the one hand, and the talents of Mr. Griffith on the other.

NINTH: It is understood and agreed that Mr. Griffith shall have the sole and exclusive right to select at least four artists, who shall not be employed in any other pictures by the Famous Corporation without Mr. Griffith's consent; an assistant director; a personal secretary; one cameraman and one developer, the weekly salaries and expenses of all of whom shall be part of the production costs of said photoplays, and that Mr. Griffith shall have sole and exclusive management of all details and matters pertaining to the production and editing of said photoplays, including the right of choosing all artists, staff, continuity of story, and general direction and supervision of the making of said photoplays.

TENTH: If the Famous Corporation or Mr. Griffith is prevented during the making of a picture from continuing the same by reason of fire, strike, act of God or the public enemy, or any other cause beyond the control of the Famous Corporation or Mr. Griffith whether of the same or any other character, the operation of this contract shall be suspended for the period during which the Famous Corporation or Mr. Griffith shall be so prevented.

ELEVENTH: Mr. Griffith agrees that he will not during the making of said motion pictures permit his name to

be used in connection with any motion pictures or any other commercial enterprise, excepting with pictures heretofore made by him, and such enterprises which are not connected with the production of motion pictures, and excepting the picture intended to be made to be distributed by the United Artists Corporation and hereinbefore referred to.

TWELFTH: Each motion picture production directed by Mr. Griffith pursuant hereto shall be prominently announced as a D. W. Griffith Production in all paid advertising and publicity directly arranged by the Famous Corporation.

THIRTEENTH: The Famous Corporation agrees to pay first-class transportation and for drawing room pullman accommodations, also all living expenses whenever Mr. Griffith is called upon to leave the City of New York for any studio in any other city or for any work "on location", also all auto services in the City of New York or elsewhere to and from the said studios or other place of production business in rendering his services to the Famous Corporation.

FOURTEENTH: The Famous Corporation agrees to pay Mr. Griffith a bonus as to each motion picture produced pursuant hereto equal to twenty (20%) percent of the amount by which the negative cost of said production, computed as hereinafter provided, shall be less than the sum of Three hundred fifty thousand ($350,000.) dollars, the budget amount for the small picture, and equal to twenty (20%) percent of the amount by which the said negative cost is less than One million ($1,000,000.) dollars as to each big picture. If the negative costs of any of the pictures shall exceed the budget amounts allotted thereto as hereinbefore set forth without the written consent of the F. Co., twenty (20%) percent of the excess of

such budget allotments shall be deducted from the additional compensation to be paid to Mr. Griffith only in accordance with paragraph SIXTH hereof as to such production.

FIFTEENTH: It is understood that the negative cost of each production shall be determined in the usual manner employed by the Famous Corporation including:

(a) Charge for the use of the studio and its facilities, salary of Mr. Griffith's personal and actors, computed in the same manner as is now employed by the Famous Corporation in ascertaining the studio, director, personnel and actor charges against its own productions;

(b) Cost of the story and scenario;

(c) Charges for such other items as are properly made or incurred in the making of such motion pictures. In computing net profits to be paid to the said Mr. Griffith and the Griffith Corporation under the terms hereof, each picture shall be considered separately. In arriving at said net profits, there shall be deducted in respect of each production, the following items:

(1) Cost of negative;

(2) An allowance of Ten thousand ($10,000.) dollars on the small picture as and for New York office overhead, and Twenty thousand ($20,000.) dollars on each big picture;

(3) Cost of prints (not exceeding, however, three hundred prints in the case of each photoplay) and replacements of prints;

(4) For distribution costs: 25% of the gross amounts paid by exhibitors for film rental within the United States and Canada; thirty-five (35%) percent of the gross film rentals in foreign territories where the distributor owns its own exchanges or controls fifty-one (51%) percent thereof by stock interest (which territories at present are as follows:

Twenty-five (25%) percent of the amounts received from the sale of state rights for foreign countries; and twenty (20%) percent of the net amounts received from exchanges in foreign countries in which said productions are released through exchanges other than those owned or controlled by the Famous Corporation;

(4) Cost of advertising and exploiting;

(5) The amount paid by the distributor for prints, or parts of prints in replacement, for all countries, and for freight charges, duties and insurance thereon.

It is further understood and agreed, however, that on any sales made where positive prints are sold in connection therewith, the cost of such positive prints shall not be deducted for the purpose of arriving at the net profits. Should any of such productions be "road showed" during any road show producing in any territory, distribution costs as in Article THIRD aforesaid shall be suspended during such interval and the gross receipts shall be the net receipts as shown by the weekly box office statements of each road show unit, copies of which box office statements shall be sent as received to Mr. Griffith or the Griffith Corporation. And in arriving at said net profits there shall be deducted in respect of each production the items designated under sections (1) (2) (4) and (5) hereof.

SIXTEENTH: Commencing July 1st following the release date of the first picture, and quarterly thereafter, reports will be furnished the Griffith Corporation and

Mr. Griffith, and such reports will be accompanied by remittance for any sums shown to be due thereunder. In case of any dispute arising, all parties agree to accept the audits and determination of Price, Waterhouse & Co., Chartered Accountants, as binding and conclusive, except that Mr. Griffith and the Griffith Corporation reserve the right of examination of the books, records and data pertaining to the photoplays herein referred to.

SEVENTEENTH: It is agreed by the parties hereto that the films of Mr. Griffith enjoy universal popularity in the Motion Picture World and to maintain in the future such popularity for other films of Mr. Griffith, whether made or to be made, it is essential that the said photoplays to be made in accordance with the this agreement shall be exhibited by the Famous Corporation in the territory controlled by it in the largest number of motion picture theatres obtainable, and they shall be marketed by the Famous Corporation in a manner comensurate with the foregoing. Hence, the Famous Corporation agrees that all leases or licenses granted by it to use prints of the photoplays herein referred to shall be made separate and apart.

EIGHTEENTH: The Famous Corporation hereby agrees to provide for the use of the said Mr. Griffith and his producing unit suitable and adequate stage space in studio and lighting equipment separate and distinct from that of other producing units, and comensuare with the nature of the productions to be made by said Mr. Griffith pursuant hereto; and the said Famous Corporation also further agrees to provide said Mr. Griffith with a suitable office space and Mr. Griffith's leading artists with first-class dressing rooms.

NINETEENTH: It is further understood and agreed by and between Mr. Griffith and the Griffith Corporation that as soon as Mr. Griffith shall start "shooting" for and on behalf of the Famous Corporation and during and until the completion of this contract, the Griffith Corporation shall not be obligated to pay any salary to Mr. Griffith.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be duly executed the day and year first above written.

_____(L.S.)

D. W. GRIFFITH, INCORPORATED,

By_____

FAMOUS PLAYERS-LASKY CORPORATION

By_____

COPY

- - - - - - - - - - - - - - - - - -

POWER OF ATTORNEY

"JUDITH OF BETHULIA"

ISLAND OF JAVA

- - - - - - - - - - - - - - - - - -

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CITY, COUNTY AND
STATE OF NEW YORK, } ss.:

ALBERT E. GREY, being duly sworn, deposes and says: That he resides at #527 West 100th Street, Boro of Manhattan, City and State of New York, and that his place of business is located at #1470 Broadway, in the Boro of Manhattan, City and State of New York; that your deponent has the sole and exclusive rights in and to the certain motion picture photoplay entitled "JUDITH OF BETHULIA", and the copyright thereon, which said photoplay was directed by D.W.GRIFFITH; that he has granted to the United Artists Corporation, a Corporation organized under the laws of the State of Delaware and having its principal Branch Office at #729 Seventh Avenue, Boro of Manhattan, City of New York, State of New York, United States of America, the sole and exclusive right, license and privilege to distribute, market and turn to account throughout the World, the photoplay entitled "JUDITH OF BETHULIA" directed by D.W.GRIFFITH. That the said United Artists Corporation is authorized and empowered to sublet and sublease the sole and exclusive license, right and privilege to any of its subsidiary organizations. That this affidavit is made by your deponent as a further evidence of the sole and exclusive right which the United Artists Corporation now has to the aforesaid photoplay, entitled "JUDITH OF BETHULIA" directed by D.W.GRIFFITH and particularly for the purpose of certifying to the right held by any of the Branch Offices of the United Artists Corporation throughout the Island of Java.

As a further evidence of the right granted to the said United Artists Corporation and its Branch Offices in Japan and/or Java, I do hereby confirm the assignment and transfer hereto made of the sole and exclusive right, license and privilege to distribute the aforesaid photoplay unto the

United Artists Corporation and the Branch Offices now being managed and operated by said United Artists Corporation within the Empire of Japan and/or the Island of Java and by these presents, I, the said ALBERT L. GREY, do hereby give and grant unto the said United Artists Corporation and its Branch Offices within the Empire of Japan and/or the Island of Java full power and authority for it or its own use and benefit but at its own cost and expense, to ask, demand, collect and receive all proceeds which may accrue on the exhibition and distribution of the aforesaid photoplay and to take whatever action may be deemed necessary and advisable to recover any prints of the aforesaid photoplay which may now be in the possession of any other person, firm or corporation within the Island of Java and to appoint such attorney or attorneys as it may deem necessary for this purpose.

Sworn to before me this)
)
day of May, 1924. *) _____

Report on Cuba

"Rebellion week" has just ended, that is, the week, not the rebellion, revolution or armed movement, or whatever it is, although President Zayas and his high officials state that the armed movement which broke out on Monday in Santa Clara Province, when twenty-three soldiers of the Montecristo district fled to the fields of Cuba, and promptly rushed to San Juan de los Varas and took the $16,000 in the city hall safe, is suffocated. The fact is that contradictory reports reach Havana from Santa Clara province and on the other hand the government has sent several squadrons to scatter the 23 men and airplanes are being brought in the States to sweep down and catch them. Whether this is the ultimate step of the "Veterans and Patriots" movement and General Gerardo Veles will disembark here to head his host of "reformers" and "regenerators" cannot be safely asserted, but all outward appearances seem to indicate that the Santa Clara rebellion bears close connection to the Gerardo Veles movement, in fact is the beginning of the end of the "revolution" Gerardo Veles has been talking about for months.

At any rate, the government has the 23 men on check and we venture to say that it also could check a hundred times that many rebels. Washington also has clearly stated that it will back the constituted authorities of Cuba, so we are inclined to believe that very soon the famous "Veles Revolution" will come to an end, without any serious consequence to Cuba and its freedom.

The greatest harm the movement is causing is the utter paralyzation of commercial and financial transactions, and it therefore would be a boon if this really is the famous Veterans and Patriots revolt, for after they will have suffered a decisive defeat in the next few days, they will at ~~least~~ last stop their agitation which has caused enormous harm to the progress of Cuba's industries and business.

Fifty-two sugar mills have ended their grinding.

Film rental monies for week ending May 3rd, 1924.	$502.35
Expenses week ending May 3rd	157.96
Collections week ending May 3rd	496.31

This revolution has affected the moving picture business and many of the exhibitors in the country have cancelled their bookings.

We have promised the RIALTO which will be opened some time in June the release of THE HILL BILLY.

ALLIED ARTISTS CORPORATION, LTD.
32-38 WARDOUR STREET
LONDON, W.1

June 2, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - ENGLAND

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. As the balance sheet for the month of May is in course of preparation I am unable to give you the expenses for the last week in May, until the monthly bills come in, which will be during the course of this week.

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£147.10. 0	
Cardiff	391.10. 0	
Glasgow	546. 2. 1	
Leeds	130. 0. 0	
Liverpool	355.v0. 0	
London	730.10. 0	
Manchester	464. 0. 0	
Newcastle	45. 0. 0	
Ireland	222. 0. 0	£3031.12. 1

Total cash collections for week amounted to £2810. 8. 1

Yours sincerely,

(Signed) W. J. King
Secretary
ALLIED ARTISTS CORPORATION, Ltd.

117

S. & G. P. Heimberger
COUNSELLORS AT LAW
127 Smith St.
NEW YORK
TELEPHONE
NOS. MIDAS

FARRAR VS. GRIFFITH INC. June 2, 1924

Albert H. T. Bunshaf
120 West 42nd Street
New York, N. Y.

Dear Sir:

Pursuant to your request, I beg leave to ask you to take up with your clients the matter of settlement of the above entitled action. We would kindly request that this be done immediately.

Unless we are in receipt of some offer of settlement, it is our desire to try the case this month, and would like to know what day would be suitable to you.

Thanking you, we are

Yours very truly,

S. & G. P. Heimberger

IS/GPH

REV. WILLIAM WINTER MIX
ST. SIMON'S RECTORY
CONCORD, STAPLETON
STATEN ISLAND, NEW YORK

January 8th 1924

Mr William B. Wilson,
General Secretary,
Federation of Churches,
New York City.

My dear Mr Wilson,

Of course a great pleasure to welcome the picture, "America", which was dramatic, historical, and with all the most instructive, thrilling, and uplifting play I have witnessed in New York City. Mr Griffith

REV. WILLIAM WINTER MIX
ST. SIMON'S RECTORY
CONCORD, STAPLETON
STATEN ISLAND, NEW YORK

is certainly deserving of great credit in producing material that stirs the thought and soul of every American.

Please extend my thanks to Mr Griffith for the courtesy of attending the matinee to day.

Very sincerely yours,
William W. Mix.

THE COMMISSION ON MISSIONS

UNDER DIRECTION OF

NATIONAL COUNCIL OF CONGREGATIONAL CHURCHES

287 FOURTH AVENUE
NEW YORK

CHARLES E. BURTON, D.D.
Corresponding Secretary

JAMES E. MACDONELL, D.D.
Associate Secretary

REV. WILLIAM E. BEARD, Secretary of Promotion
REV. HENRY S. LEIPER, Editorial Secretary

EDWIN G. WARNER
Treasurer

JOHN L. KILBURN
Financial Secretary

June 3rd, 1924

Rev. George Reid Andrews,
287 Fourth Avenue,
New York City.

Dear Andrews:

As I indicated to you in personal conversation, I wish to record in writing somewhat of the deep impression which was made upon me by seeing Mr. Griffith's wonderful "America" produced on the screen.

Rarely have I been more deeply stirred by anything historic. The signal success of this picture in impressing upon the 20th Century American something of the anguish of sacrifice in which this nation came to birth is due, in my judgment, to the way in which the producer has introduced the personal element throughout. There is a high degree of art in the way that this has been accomplished. One is impressed with the inevitableness of the personal complications, perplexities, dangers and sacrifices which were involved in the slow process of winning independence.

The portrayal of the character of President Washington is superb and tends to fix in memory the best impressions gained from the reading of history and biography.

I was distinctly gratified to note that in every instance where the Mother country was brought into the picture - save in the war scenes where truth demands only what appeared - there was an effort to stress not the antagonisms, the cruelty and the greed of those whose blindness led to the final rupture with America, but rather the sanity, charity and rugged courage of men like Burke and Pitt.

THE COMMISSION ON MISSIONS

UNDER DIRECTION OF

NATIONAL COUNCIL OF CONGREGATIONAL CHURCHES

287 FOURTH AVENUE
NEW YORK

CHARLES E. BURTON, D.D.
President Secretary

JAMES E. McCONNELL, D.D.
Associate Secretary

REV. WILLIAM S. BEARD, Secretary of Promotion
REV. HENRY S. LEIFER, Editorial Secretary

EDWIN G. WARNER
Treasurer

JOHN L. KILBON
Financial Secretary

The net result, in my view, is to [illegible] in a soul-stirring way the great struggle without at the same time causing a feeling of bitterness and antagonism toward the England of today in whose spirit and attitude so little remains of what made the government of George III such a curse to the Empire.

My personal reading of history and my visits to practically all of the historic scenes reproduced was a background prepared for the vivid and lifelike strokes of this masterly screen drama. I feel after seeing the picture that I have a new and truer conception of chapters in history which every lover of freedom should know in intimate detail.

Please convey to Mr. Griffith, with whom I believe you are acquainted, my hearty congratulations. We are all indebted to him for his courtesy in showing the picture to the ministers of New York, and, further, for his contribution to the better understanding of the meaning of America.

Yours,

Henry Smith Leiper

The Moravian Church
(Protestant Episcopal)
THE REV. E. S. GRUNERT, Pastor
No. 107 1st STREET
Brooklyn, N.Y.

June 3,1924.

Mr. William B.Miller,
General Secretary
Greater New York Federation of Churches.

My dear Mr.Miller:

I wish to send you this line ,expressing my thankful appreciation of your courtesy in sending tickets of admission to the complimentary matinee this morning.

Personally, and I feel sure that every one present, greatly enjoyed and was thrilled by the presentation of Mr.D.W.Griffith's "America".

The presentation of this picture cannot but result in real benefit to all who are privileged to see it,and feelings of thankfulness for what was done by those who gave their lives for the sake of establishing this Republic must be felt by all.

Most certainly can this picture be recommended by every one who has seen it.

Sincerely,

F. E. Grunert

The Evangelical Lutheran Church of the Redeemer
991 Eastern Parkway, Brooklyn, N. Y.

S. S. Hart, Pastor
1394 Park Place
Brooklyn, New York

June 3, 1924

Mr. D.W.Griffith
844th.Street Theatre
New York City

Dear Mr. Griffith:

Through the New York Federation of Churches I became the recipient of your slendid favor of a complimentary matinee to your fine production,"America". I desire to express my profound gratitude for this great favor but am very sorry that the press of duties disallowed me to take advantage of your kindness.

However,permit me to assure you of my very large appreciation of the picture. Myself and family witnessed your production several months ago,prior to the knowledge that the courtesy would be extended to us as it has now been done. Then about a month later,I suggested to the Men's Club of my Church the great value of "America" and my sound belief that every true and loyal American should see it and we attended one night (in a body). So I have seen "America" twice and can candidly admit that if it had been possible at 11 a.m. this morning,I should not have tired seeing it again. It is wonderful,thoroughly American,entertaining and thrilling. It begets a larger respect,a deeper appreciation, a more thorough patriotism in every unprejudiced witness. I congratulate you upon its production and wish you added success in the line of pictures that you are bringing to the eyes and hearts of the people.

Very cordially,

Elmer R. Hart.

WEST SIDE UNITARIAN CHURCH
144-124 Cathedral Parkway
New York

Rev. CHARLES FRANCIS POTTER

Office of the Minister

June 5, 1924.

Dear Mr. Griffith:

I presume that you are being deluged with letters of congratulation from the ministers whom you entertained this morning, and you deserve to be. I do not think any one has yet mastered the art of the moving picture, but I do think you are well on the road to it. Many sections of the picture seemed well nigh perfect.

Mrs. Potter and I agreed that the outstanding memory we have now is of those two remarkable close-ups of the face of Nathan Holden as he led the charge of Morgan's men. That picture ought sometime to be as famous as the old one of the three ragged heroes, entitled "THE SPIRIT OF '76."

It is only out of interest in your developing art that I venture to make a suggestion. You wish to know, I am sure, exactly the reaction produced upon those who witnessed your picture:

Miss Dempster, I felt, was trying occasionally to imitate the inimitable sprightliness of Lillian Gish. Now, Miss Dempster has a particular charm of her own, notably, in her use of her eyes, and in her mobile lips. When she tries to imitate Miss Gish's very expressive foot gestures I think she makes a mistake.

I want to register my appreciation of the surprises in the picture. You have evidently attempted to turn the current of public opinion regarding the outstanding events of the Revolution. Of course everybody recognizes Lexington, Bunker Hill, Valley Forge, and the surrender of Cornwallis, but too few realize the importance of the northern New York conflict. I suppose I am fairly familiar with the history of the Revolution, but I wish to thank you for having added materially to my impressions of that great struggle for the freedom of the human spirit.

Please put our church on the list for a future showing, if you ever enter the non-theatrical field with this picture.

To have seen "AMERICA" should be one of the requirements for graduation from every American grammar school.

Mr. David W. Griffith,
1476 Broadway,
New York City.

Cordially yours,

Charles Francis Potter

60 WEST FORTIETH STREET

Mr D. W. Griffith,
Hotel Astor,
New York City.

Dear Sir:

Since your return from Europe I have tried several times to get in touch with you through my friend Mr. Ashcraft, but it seems I must resort to communicating with you direct.

Last winter it was my pleasure to be presented to you during a visit to your studio with Mr. Seyendecker, since that time I have been

hoping to have the honor of an interview with you.

I have been playing in pictures and working for Mr. Heyendecker for the past two years and I am eager to see you if only for a few minutes, because it would be a very great help to me to have the honor of your counsel.

Besides my two years of picture experience I have had the pleasure of serving in the French Air Service and the U. S. Naval Academy, at present I am a member of the N. Y. Athletic Club fencing

90 WEST FORTIETH STREET

and swimming teams, and am rather an athletic enthusiast.

I am sorry Jimmy Ashcraft is not here to present me to you again, but if you will favor me with an appointment I shall greatly appreciate it.

I take pleasure in extending the good wishes of Mr. Hayenecker and beg to remain

Sincerely yours

Brian Donlevy

N.Y. City
June 3, 1924

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

New York, N. Y.

OFFICE OF THE COLLECTOR
Third District of New York
Post Building
Broadway at 11th Street

June 3rd, 1924.

IN REPLYING REFER TO

GT:MAH.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sirs:-

An examination was made in connection with tax liability involved in the production of the motion picture "Way Down East", by internal revenue agents under the direction of Supervisor of Accounts and Collections, with the result that the Bureau at Washington, after careful consideration of the case, holds that you have incurred additional tax liability for the period from September 1920 to September 1921, in the amount of $6,479.29 with 5% penalty and interest in the respective amounts of $323.96 and $2,449.17, the interest having been computed through April 1924.

Certain deductions against gross receipts were made for the maintenance of the Company's New York office which were considered proper and allowed. The deductions taken for the purchase of projectors and prints and the amounts expended for such items as packing cases, noise effects and other properties necessary for giving a de luxe production, were disallowed for the reason that these amounts appear to be capital expenditures and, therefore, not deductible from gross receipts for the purpose of computing tax. The amount of tax, penalty and interest is therefore due aggregating $9,252.42, and is payable at this office upon receipt of notice and demand.

There is also an outstanding assessment on the records of the Second District of New York of approximately $12,000.00, which will be adjusted upon a review of the facts by the Bureau in the near future.

Respectfully,

Chas. W. Anderson

Collector.

GJ.

June 3rd 1924.

1054

Commonwealth Bank,

Baltimore, Md.

Gentlemen:

About a week or ten days ago I wrote you with relation to the account of Daniel Shea who had on deposit in his name a sum of money which in effect is the property of D.W.Griffith Incorporated. I also stated at the time that Mr. Shea's family had forwarded waivers of any claims they might have had to the account in question and requested information as to what further papers you may requirein order to have this money released as soon as possible to D.W.Griffith Incorporated. To date I have not heard from you and should appreciate a early response so that this matter may be adjusted at an early date.

Thanking you for your courtesy and prompt attention, I remain

Very truly yours,

R/GDM

TELEGR: UTARTISTU : ROMA

TELEF. 101. 0. 10808

Artisti Associati

Società Anonima

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D. W. GRIFFITH

ROMA June 3rd 1924
32 VIA DEL QUIRINALE

D.W.Griffith Incorporated
Orienta Point
Mamaroneck,N.Y.

Attention Mr.A.W.Banshaf

Dear Mr. Banshaf:

Referring to your letter dated May 19th I beg to inform you that I have given instructions to Messrs D.Tartaglia and Co. to pass through the Custom House and deliver to me the two trunks containing one print each of THE BIRTH OF A NATION and AMERICA.

As per our verbal understanding I shall insert Italian titles in both films and present them to the Censor Board while I am awaiting your instructions regarding the distribution or sale of the two productions in Italy.

With kind regards

Very truly yours

Marie Luporini

"DOUGLAS FAIRBANKS in ROBIN HOOD"

95

FILM EXCHANGES OF TRADE

CHARLES C. PETTIJOHN
GENERAL COUNSEL
[illegible] FIFTH AVENUE
NEW YORK CITY

A. F. MICHAEL HANLON
ASSOCIATE COUNSEL
[illegible] WEST [illegible] STREET
NEW YORK

ALBANY
ATLANTA
BOSTON
BUFFALO
BUTTE
CHARLOTTE
CHICAGO
CINCINNATI
CLEVELAND
DALLAS
DENVER
DES MOINES
DETROIT
INDIANAPOLIS
KANSAS CITY
LOS ANGELES
MILWAUKEE
MINNEAPOLIS
NEW HAVEN
NEW ORLEANS
NEW YORK
OKLAHOMA CITY
OMAHA
PHILADELPHIA
PITTSBURGH
PORTLAND
ST. LOUIS
SALT LAKE
SAN FRANCISCO
SEATTLE
WASHINGTON

June 5, 1924.

Mr. Albert H. Banzhof,
130 West 42d St.,
New York City.

Dear Mr. Banzhof,

I am enclosing herewith copy of statement issued by the exhibitor members of the Arbitration Board of St. Louis. I thought you might be interested in reading this.

Very truly yours,

C C Pettijohn

Charles C. Pettijohn,
GENERAL COUNSEL.

WHAT THE EXHIBITOR MEMBERS OF THE JOINT ARBITRATION BOARD THINK OF THE BOARD OF ARBITRATION

The Work They Have Done During The Past Year as Members of This Board.

HAS THE JOINT ARBITRATION BOARD BEEN OF ANY REAL SERVICE TO THE EXHIBITORS IN THIS TERRITORY?

We, the exhibitor members of the Joint Arbitration Board, having considered hundreds of claims during the past year from both film exchanges and exhibitors of the St. Louis territory, are issuing this statement of facts to the exhibitors, after reviewing the work of the Joint Arbitration Board for that period of time.

It is our firm belief that since the existence of the Joint Arbitration Board, the exhibitors of this territory have received more fair treatment in their dealings with the film exchanges than they have at any time since the beginning of the film industry. We are not giving the credit for this fair dealing on the part of the film exchanges to the film exchanges altogether, but also to the existence of the alert and functioning Joint Arbitration Board, who insists at all times that the exhibitor has certain rights under a contract, that a contract be fair and equitable and that the film exchanges at all times live up to their end of the contract and respect the exhibitor's rights under the contract.

The time has passed when the film exchange had the upper hand and the exhibitor played a hand in a game against stacked cards. The days of the trick contracts and false promises have passed to oblivion. Today the film exchange must play fair with the exhibitor in their dealings with him or explain to the Joint Arbitration Board why they did not.

During the past year there has come before the Joint Arbitration Board a great number of claims filed by the exchanges against the exhibitors and the exhibitors against the exchanges for various causes, such as violation of contract, damaged or destroyed film, "bicycling," etc. The outcome of these cases often meant considerable loss of money either to the exchange or the exhibitor. In some cases the Joint Arbitration Board rendered its decision in favor of the exchange and often in favor of the exhibitor, but only rendered its decision after hearing both sides of the case and examining very substantial evidence which had been introduced.

In the past year the Joint Arbitration Board has saved the exhibitors of this territory considerable money by its decisions in favor of the exhibitors, has eliminated the trick contract, and is running the "shady" salesman out of the business.

Of the great number of exhibitors who have had occasion to come before the Joint Arbitration Board we do not remember one single exhibitor who left the board meeting feeling otherwise than that he had got a square deal and that the Joint Arbitration Board's decision was a just one.

On the other hand there are probably a great many exhibitors who are antagonistic toward the Joint Arbitration Board. These are the exhibitors who have had charges preferred against them by an exchange for some reason or other and who have been repeatedly written to by the Joint Arbitration Board asking them to state their side of the case but who refused or failed to answer the letters or to appear before the Board to defend themselves against the charges preferred. Like a court of equity, the Joint Arbitration Board renders its decisions on the evidence presented by the plaintiff and the defendant and where the defendant refuses to state his side of the case by refusing to answer our communications and puts up no defense whatsoever, there is no other avenue open for the Joint Arbitration Board but to render a decision against him by default.

The idea we want to drive home to the exhibitor is that when charges are preferred against you by an exchange, don't refuse to answer the letters of the Joint Arbitration Board, because by so doing you are refusing to give the exhibitor members of the Joint Arbitration Board the evidence by which they can put up an able defense for you, and you will lose the case by default.

Always remember that we, the exhibitor members of the Joint Arbitration Board, are your friends, you can trust us implicitly to fight for your rights if you will but supply us with the necessary facts to do so.

Don't forget that in your contracts with the film exchanges you have certain rights which must be respected by the exchange and if at any time these are not lived up to by the exchange we invite you to register a complaint with us against the exchange and we will go the limit to see that your rights are respected. And don't forget the fact that a decision rendered by the Joint Arbitration Board is as binding for the exchange as it is for you.

There are a few evils which we would ask you to guard yourself against. They have been the source of serious trouble for exhibitors in the past and they will get you into trouble.

Don't sign a blank contract, leaving it to the salesman to fill in the pictures later. It is a matter of record that salesmen have written into the contracts, to swell their sales and make a big showing with the home office, more pictures than the exhibitors agreed to buy.

Don't take the salesman's word for any special concessions or privileges that he is willing to make you at the time you buy the pictures. If it is not already mentioned in the contract, make him write it on the face of the contract. Having agreements in black and white may save you trouble and money later on.

Don't let a salesman by a flowery talk about what big money certain pictures will make for you get you to sign up for pictures at a price which you cannot afford to pay. You know what your house can afford to pay for pictures and don't go beyond that limit.

Don't buy more pictures than you need. You know how many you need for the year and pictures you buy today on the uniform exhibition contract you will have to play or pay for.

And last but not least, the damnable evil of "bicycling." The "bicycle artist" is the lowest form of exhibitor. You would not deliberately steal money from the cash drawer of an exchange, but when you "bicycle" a picture without the permission of the exchange you are guilty of stealing revenue from the exchange and are just as big a crook as though you took the price of the picture out of their cash drawer. But this is not where your devilry ends. By holding the picture over that extra day or days, the picture will not arrive at the exchange at the time that it should and the exhibitor playing the picture following you will either have a dark house or be forced to run a "substitute" and the exhibitor playing the picture following you might have spent considerable money advertising this particular picture, or he might have had it booked on his best day of the week, which would mean a great loss of money for him.

When you "bicycle" a picture you are not only guilty of deliberately stealing from an exchange, but also of injuring a fellow exhibitor, and sooner or later you are going to get caught and then you will be made to pay and pay dearly, both in money and reputation.

The Joint Arbitration Board meets every Friday at 3 p. m. at 3312A Olive street, St. Louis, Mo.

You are cordially invited at any time to pay us a visit whether you have a complaint to register or not to see for yourself how the Joint Arbitration Board handles and disposes of the complaints registered with it.

Yours very truly,

JOINT ARBITRATION BOARD,
DR. J. L. PRICE, Chairman.

EXHIBITOR MEMBERS OF BOARD:

Dr. J. L. Price, Owner Liberty, Grand, Star Theatres, E. St. Louis, Ill.; Whiteway Theatre, St. Louis, Mo.

Mr. John Karzin, Owner Olympia, Casino, Lincoln Theatres, St. Louis, Mo.

Mr. J. S. Camp, Owner New Pestalozzi Theatre, St. Louis, Mo.

FLATBUSH CONGREGATIONAL CHURCH
CONCHESTER ROAD AND EAST 18TH STREET
BROOKLYN, NEW YORK
LEWIS THURSTON REED, D.D. MINISTER

June 4, 1924.

Mr. D. W. Griffith,

44th Street Theatre.

My dear Mr. Griffith:

As one of the ministers present at the complimentary exhibition of America yesterday, I take the very greatest pleasure in writing you my profound appreciation of the value of the work that you have done in this really great play. I am not an enthusiastic admirer of screen plays and rarely go; and when I do, I usually return regretting my adventure. America, however, is so moving, so noble, and so exquisite in many of its parts that it seems to me to be almost in a class by itself. I am sure that you yourself are more conscious than any critic can be of the defects of the play, and therefore I need not be so ungracious as to express any adverse judgment. Allow me simply to add that the scenes laid and performed in Virginia and in Massachuseets seem to me to mark the highest achievements both in conception and in acting. I shall take great pleasure in referring in the highest terms to America.

Yours truly,

Lewis T. Reed

CLERK OF CONSISTORY
GEORGE W. DEVIN, 507 FIFTY-SEVENTH STREET

CHURCH TREASURER
JAMES DICKSON, 508 NINTH STREET

CLERK OF ELDERS AND ASSISTANT TREASURER
JOSEPH YOUNG, 506 ELEVENTH STREET

The Twelfth Street Reformed Church

12TH STREET BET. 4TH AND 5TH AVENUES
REV. BRADLEY J. FOLENSBEE, PASTOR
506 TWELFTH STREET TELEPHONE, SOUTH 1077-J

ELDERS
JOSEPH YOUNG
JOHN T. RAFFERTY
JAMES DICKSON
HAMILTON B. MCMAIN
JAMES BRANDER
GEORGE W. DEVIN

DEACONS
HON. WILLIAM H. CALDER
HAROLD W. BRENNAN
JOHN F. BANG
CLINTON F. CLARK
EDWARD L. SCHIER
JAMES H. MALCOLM

Brooklyn, New York, June 4, 1924

Mr. D. W. Griffith,
New York.

My dear Sir:—

I wish to express my deep appreciation to you for the opportunity of seeing the striking and inspiring picture "America." To say that it was wonderful is expressing my feelings very mildly, indeed!

The whole thing — picture, setting and excellent music, and all, simply takes one from 1924 back to those days of sacrifice of 1776. Everyone who sees that picture should become more alive to those great ideals for which men struggled so earnestly in the early days of our Republic.

Thanking you again I am
Very sincerely yours,
Bradley J. Folensbee

Watson E. Moore, President L. Dwt Curtiss, Treasurer Edgar F. Romig, Recording Secretary

The Greater New York Federation of Churches

(Including by merger the New York City Sunday School Association)

Vice-Presidents
James G. Gossett Daniel A. Poling
John M. Moore Augustus Steinle
Robert M. Gribbe

71 West 23rd Street
New York City
Telephone: 8277 Gramercy

Executive Staff
William B. Millar, General Secretary
Herbert F. Lefferman, Field Secretary
Frederick M. Gordon, Boards Division
Walter M. Howlett, Religious Education
Frank Dickinson, Religious Work
George L. Leonard, Research and Office

June 4, 1924

Mr. D. W. Griffith
44th Street Theatre
Near Broadway, N. Y.

Dear Mr. Griffith:--

On behalf of the ministers and their wives I want to thank you most heartily for the special showing of "America" given yesterday. I have heard nothing but words of praise from those in attendance and you certainly will have a lot of boosters for the picture. I am sorry to learn that you are planning to run it only a couple of weeks longer in New York.

Enclosed is a letter that has just come to me from the Rev. F. E. Grunert, which is a sample of the way those present spoke concerning the picture.

With cordial regards, I am,

Yours sincerely,

W. B. Millar

M/R

Enc.

June 4th 1924.

Mr. J. G. Epping, Treasurer,
D.W.Griffith, Inc.
1476 Broadway,
New York City.

Dear Mr. Epping:

Replying to your favor of the 31st ult. relative to the check of $2000. drawn by Mr. L. Ward Prince to the order of the Griffith Company, I beg to advise that you stain error as to your interpretation of this matter.

The check was delivered to me by Mr. Prince on the understanding that the same was not to be used unless he, Mr. Prince, accepted the option which we were to give him to purchase the Studio property. Owing to the fact that I was leaving for abroad with Mr. Griffith, I delivered this check to you with the understanding that in case Mr. Prince did not accept the option, the same was to be returned to him or its equivalent in cash. Through a misunderstanding the check was deposited contrary to the agreement with Mr. Prince and immediately thereafter, Mr. Prince not having accepted the option, demanded the return of this check and in the meantime had stopped payment thereon.

You will, therefore, readily understand that this check does not belong to the Griffith Company but does belong to Mr. Prince as the transaction was not consummated and that he is therefore entitled to the return thereof.

The supposed case which you refer to when a check given in payment of an accepted proposition or a closed deal and payment thereon is stopped or is returned for insufficient funds or any other reason, the check is certainly the property of the drawee but such is not the case in this particular instance as aforestated.

Therefore please, if you have not already done so, return this check to me so that I may forward the same with our apologies to Mr. Prince for not having it in his hands long before this.

Very truly yours,

AHTB:MD

105A
Shay

The Commonwealth Bank

OF BALTIMORE

JAMES B. WHEELER, PRESIDENT
ARTHUR V. BRADY, 1ST PRESIDENT
ARTHUR V. BRADY, TRUST OFFICER
WALTER H. BILLINGSLEA, 2ND TRUST OFFICER

COMMERCIAL DEPARTMENT
SAVINGS DEPARTMENT
SAFE DEPOSIT DEPARTMENT

HOWARD AND FAYETTE STREETS
Baltimore, Md.
June 4, 1934

Mr. Albert H. T. Bunshaf,
130 W. 42nd St.,
New York City, N. Y.

Dear Sir:-

We are in receipt of your favor of May 22nd, in reference to the account of Mr. Daniel Shay, deceased.

You mentioned in your letter that the members of Mr. Shay's family were to forward to us a waiver of claim to the account of Mr. Shay. This paper has never reached us and is holding up our decision in the matter, as this paper will have to be submitted to our attorney for his approval before the funds can be paid over as requested.

Very truly yours,

W. H. Billingslea

Assistant Cashier

Matthew G. Mouras, President L. Guy Curtiss, Treasurer Edgar F. Romig, Recording Secretary

The New York Federation of Churches

(Including by merger the New York City Sunday School Association)

Vice-Presidents
Simeon G. Gibson John M. Moore
William P. Merrill Robert M. Stone

71 WEST 23RD STREET
NEW YORK CITY
TELEPHONE: 8077 MADISON

Executive Staff
William G. Miller, General Secretary
Herbert F. Leffingwell, Field Secretary
Frederick M. Harris, Secretary Division
Walter M. Howlett, Religious Education
Frank Wakeman, Religious Work
George L. Lemmon, Research and Service

June 5th, 1924

Mr. D. W. Griffith
44th Street Theatre
Broadway and 44th St., N. Y.

Dear Mr. Griffith:--

Among the letters that have reached me this morning in regard to the showing of "America" on Tuesday morning, are the two enclosed which I have thought might be of special interest to you.

Yours cordially,

W. B. Miller

M/R

Encs.

WATSON C. MOORE, President L. DEF. CURTISS, Treasurer GEORGE F. BOWMAN, Recording Secretary

The Greater New York Federation of Churches

(Including by merger the New York City Sunday School Association)

Vice Presidents
JAMES G. BOGERT DANIEL A. POLING
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71 WEST 23RD STREET
NEW YORK CITY
TELEPHONE: 8077 CHELSEA

Executive Staff
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WALTER M. HUMBLETT, Religious Education
FRANK BOOKMAN, Religious Work
GEORGE L. LEONARD, Research and Service

June 5th, 1924

Mr. D. W. Griffith
44th St. & Broadway, N. Y.

Dear Mr. Griffith:--

I have been attending meetings this afternoon and upon returning to my office find a telephone message from one of the officers of Union Theological Seminary asking whether it would be possible to secure complimentary tickets to "America" some afternoon early next week for about sixty or seventy of the students of the Seminary. They of course were not included in the invitation for last Tuesday morning but I presume that the officer in question has heard of that showing.

You are under no obligation whatever to grant this request but I have felt that it was only right to pass it on to you. I can assure you that there is no question that the privilege would be greatly appreciated by these young preachers.

Would be glad if you would have your secretary call me on the 'phone so that I may give a definite reply.

Yours sincerely,

W. B. Miller

M/R

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] WEST [illegible] STREET
NEW YORK

[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

June 6th, 1934.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Please send me check of $1550, the balance for fees as agreed in the Griffith matter.

Very truly yours,

DJF:S

GUERALLA, JACOBSON & SPYER.
SOLICITORS.
Gueralla & Jacobson | Spyer & Rose
E. M. Gueralla.
S. J. Jacobson, K.C.

Telegrams: Guerallaspyer, London
Telegrams: Gueralla, London
Telephone 9210 9211 9212 9213 London Wall.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

6th June 1924.

Messrs. Banshaf & Pembleton,
130, West 42nd Street,
New York,
U.S.A.

Dear Sirs,

We would draw your attention again to our letters of the 31st August, 24th October, 13th November 1923, and also of the 7th March 1924.

With our letter of the 31st August 1923 we sent to you Notes of our Charges in three matters, amounting altogether to £112, 9. 4. in respect of which we should be much obliged if you would now let us have payment.

We give you below the particulars making up the above mentioned amount of £112. 9. 4., and if by any chance the Notes which we ~~have~~ sent to you have been mislaid in your office, we would be pleased to supply you with copies, but we would beg that you would be good enough to acknowledge the receipt of this letter, and to let us hear from you on the subject.

	£. s. d.
D.W. GRIFFITH INC.	85.13.10.
ORPHANS OF THE STORM	19. 3. 9.
ONE EXCITING NIGHT	7.11. 9.
	£112. 9. 4.

We are, dear Sirs,
Yours faithfully,

Guerallaspyer, Jacobson & Spyer

The Congregational Church Building Society

For Aid in Church and Parsonage Building

JAMES ROBERT SMITH, D.D., Church Building Secretary

No. 287 FOURTH AVENUE

NEW YORK

In reply refer to date of letter and subject.

June 6, 1924.

Mr. D. W. Griffith,
44th Street Theatre,
New York City.

My dear Mr. Griffith:

I wish to thank you most heartily for your kind invitation to "America" last Tuesday. Mrs. Smith and I thoroughly enjoyed it. It is a splendid picture and I wish to congratulate you upon its production and presentation. I think you are doing a splendid thing for our country in presenting clean, instructive and entertaining pictures and I wish you to know that we appreciate it and shall be glad to cooperate with you toward this worthy end. I am sure all of our people would be better patriots and citizens after seeing "America."

Again thanking you and with kind regards, I am

Yours sincerely,

James Robert Smith.

JRS:HAG

JOHN RICHARDSON, Custodian
JOHN S. GRAVES, Treasurer
FRANCIS GOMEZ, Clerk

The Second Avenue Baptist Church

A Church of Christ of Many Peoples

A Center of the New York City Baptist Mission Society, ministering to Americans, Italians, Poles, Estonians, Letts, Russians and Chinese

ARCHIBALD ALEXANDER FORSHEE
Minister-in-Charge

164 SECOND AVENUE, NEW YORK

TELEPHONE ORCHARD 9888

ASSOCIATES

SECOND AVENUE CHURCH
Lawrence T. Hoag
Director of Religious Education and of Boys' Work
Rev. Raphael Minunni
Italian Department
Rev. Albert Alojzius Sieger
Polish Department
Sarah S. Hoag
Violet Wright Hoag
Missionaries

ASSOCIATES

FIRST ESTHONIAN CHURCH
Rev. Andres Tarmann
John Thomson
Pastor Emeritus
FIRST LETTISH CHURCH
Rev. Jonas Greenis
FIRST RUSSIAN CHURCH
Rev. Boris Bonsin
AMERICANIZATION DEPT
Secretary
Gladis G. Bloss

6 — 6 — 29

Mr. H. W. Griffith
44 E. 8th Street
New York City

My dear Mr. Griffith:— As one who enjoyed the pleasure of seeing "America" this week and of seeing and hearing you I wish to express my very great appreciation of your kindness and of the picture. I wish to express also my sympathy with your commendable desire to make good pictures. You are certainly leading in the right direction and deserving of the fullest support of all right minded men & women.

Very sincerely,
Archibald A. Forshee

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLASS OF SERVICE DESIRED

Fast Telegram	
Day Letter	
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

Receiver's Number

Check

Time Filed

Standard Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 2

JUNE 7 1924

RUSH--LLOYD WRIGHT GURNER BLDG 812 WEST THIRD ST LOSANGELES CAL

ANSWERING YOUR WIRE [redacted] USE YOUR BEST JUDGMENT TO SECURE GREATEST NET FINANCIAL RETURN STOP UNDERSTAND FROM YOUR WIRE THAT THEY ARE TO MAKE WEEKLY PAYMENTS OUR SHARE BASED ON GROSS THEATRENTHOUSAND RESPECTIVE BOXOFFICE RECEIPTS AND AT END OF THREE WEEKS ENGAGEMENT WE GET BALANCE DUE ON GUARANTY OR WILL BE IN POSITION ATTACH OR SUE FOR SAME STOP SHOULD YOU ATTACH BELIEVE VALUATION WE SHOULD GIVE SHOULD BE SUCH AS WOULD TEMPT THEM TO REPOSSESS BY GIVING BOND RESPONSIBLE SURETY COMPANY WHICH WE COULD LOOK TO IF WE SUCCESSFUL REGARDS

BANZHAF.

Charge Banzhaf & Pembleton 130 W 42

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

CLASS OF SERVICE DESIRED

Fast Telegram	X
Day Letter	
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

THE MACKAY SYSTEM — POSTAL TELEGRAPH — COMMERCIAL CABLES — THE PULSE OF THE WORLD

Receiver's Number

Check

Time Filed

Standard Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 2

JUNE 7 1924

RUSH--TOM KANE BILTOMORE HOTEL LOSANGELES CAL

WIRED [redacted] WRIGHT USE HIS BEST JUDGMENT UNDER ALL CIRCUMSTANCES THIS AFTER CONFERENCE WITH MR GREY READ WIRE TO WRIGHT XX

BANZHAF

Charge Banzhaf & Pembleton 130 W 42

THIS SUPPLEMENTAL AGREEMENT, entered into at Los Angeles, California, by and between R. & H. Circuit, a Corporation, first party, and D.W. Griffith, Inc., second party, Witnesseth;

WHEREAS, the parties hereto did on March 1st, 1924, enter into a Release Contract relative to the showing by first party in its Theatre, known as the Forum Theatre, in Los Angeles, California, of that certain picture owned by second party and known as "America", and,

WHEREAS, said contract provides that it shall be terminated if the gross receipts shall fall below Thirteen Thous a nd ($13,000.) Dollars per week for three consecutive weeks, and

WHEREAS, the first party, in an effort to prevent said covenant from applyinghas during the week of June first to June seventh, inclusive, padded the box office receipts by putting its own money in the box office, and otherwise representing that the sales are more than actual sales, and

WHEREAS it is the first party's desire that second party grant it an additional three weeks to run said picture in said Forum Theatre,

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

THAT the terms and conditions of said contract heretofore entered into by and between the parties, and dated March 1st, 1924, shall remain in full force and effect, with the following exceptions:

FIRST, that this extension, and the fact that second p arty does not enforce the provisions and covenants of said contract relative to the said gross receipts falling below Thirteen Thousand ($13,000.) Dollars for the three consecutive weeks ending June 7, 1924, shall not be taken, accepted or considered as a waiver on second party's part to enforce the terms, and covenants

thereof, nor shall it be deemed as an interpretation of the conditions of said contract permitting said first party to pad or purchase tickets, or that any tickets shall be considered as being sold, except such tickets as are regularly sold to patrons through the box office, and who actually attended a performance of said picture;

IT IS FURTHER AGREED, that first party shall pay second party on the basis of not less than Thirteen Thousand ($13,000.) Dollars gross receipts for the weeks ending June 7, 1924 - June 14, 1924 - June 21, 1924 and June 28, 1924, irrespective of whether the actual receipts fall below Thirteen Thousand ($13,000.) Dollars or not, provided, however, that if the actual receipts are above Thirteen Thousand ($13,000.00) Dollars, the percentage or consideration due second party shall be controlled by the provisions of the contract;

IT IS FURTHER AGREED that all moneys paid shall be credited to the guaranteed amount in said contract, and it is deemed agreed that in addition to receipts actually paid and collected from the box office receipts, there is due first party a credit of ~~Eighteen Hundred ($1800.)~~ Twelve hundred sixty ($1260.) Dollars, by reason of expenditures allowed first party on account of advertising which first party has done and which second party has agreed to pay, and said ~~Eighteen Hundred ($1800.) Dollars~~ $1260.00 shall be credited and paid out of the last installment or payment due second party from first party under the terms of said contract. In other words, it is agreed by and between the parties hereto that there is a credit due first party of ~~Eighteen Hundred ($1800.)~~ $1260.00 Dollars, but it is the intention that said credit shall not be given or allowed until second party has paid the full amount of the guaranty due.

As hereinbefore said, all other terms, conditions and covenants of said contract are to remain in full force and effect,

and at the termination of said three weeks if the actual gross receipts have not been more than Thirteen Thousand ($13,000.) Dollars, first party agrees to peaceably turn over and deliver to second party all prints of said picture and other personal property which it may have in its possession; belonging to second party

IT IS PROVIDED, however, that if during the said three weeks period the actual gross receipts shall in any one week be as much as Thirteen Thousand ($13,000.) Dollars, the contract shall not be terminated until thereafter there shall have been three consecutive weeks in which the actual gross receipts fall below Thirteen Thousand ($13,000) Dollars per week. This, however, does not relieve first party from the obligation hereinbefore set forth, irrespective of the amount of the gross receipts received from paying second party on the basis of Thirteen Thousand ($13,000) Dollars gross receipts during the time it retains possession of said picture;

IN WITNESS WHEREOF, the parties have executed this agreement this 7th day of June, 1924.

B. & H. CIRCUIT, Inc.

By [signature]
President

(Cor.Seal) By [signature]
Secretary.

D. W. GRIFFITH, Inc.

By [signature]
Its Duly Authorized Agent.

Witness Loyd Wright.

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. GANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

June 7th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
Paddy Next Best Thing		75		
The White Rose		170		
One Exciting Night		1957		
Way Down East		20881		
Birth Of A Nation		25131		
Romance		298		
America		17204		
	0	65716	0	0

Positive stock used

Eastman	65716	
Belgian	0	
Agfa	0	
Powers	0	
Goerz	0	65716

Negative stock used

Regular 0

July 6, 1924.

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Abrams:

I am herewith enclosing you a bill from Commanday Roth Co. Inc., in the amount of $4,605, for heralds.

As per my talk with you this morning, if you find it difficult to get $5 for these heralds, get what you can for them as it is a really splendid herald and will do a lot of good and I want all exhibitors who buy "America" to use some of them. As I said before, if you cannot get $5 get what you can and charge the difference to us.

I am quite sure that Commanday Roth Company will be satisfied with a sixty day trade acceptance, so please take care of the bill in that way.

Very truly yours,

Vice-President.

D. W. Griffith, Inc.

ALG/CC

D. W. Griffith, Inc., Longacre Bldg., Newspaper, N. Y. Title of motion picture photoplay: Intolerance. Story by Robert W. Chambers.

1 Reel.

Author of photoplay: Gender Sig. 221 D. W. Griffith, Inc., of the United States.

Date of publication: Jany 6, 1917. 2 Copies Received: January 7, 1917.

Description received: January 7, 1917. Entry: Class L, 22c., No. 20844.

[1941]

Thorvald Solberg
Register of Copyrights

LOYD WRIGHT

LAW OFFICES OF:
ARTHUR WRIGHT
406-408-410 SUMNER BUILDING
LOS ANGELES, CAL.

June 9th, 1934.

D. W. Griffith, Inc.,
305 Longacre Building,
New York, New York.

Attention Mr. Gray

Dear Mr. Gray:

Agreeable to instructions Mr. Kane and I, met with the B. & H. Officers late Saturday afternoon, and after a long conference in which there was considerable personal feeling manifested we arrived at an agreement which we reduced to writing, and a copy of which is herewith enclosed.

The situation was this: The B. & H. Circuit, Inc., have a very valuable piece of property. It has been appraised by the Banking Department of the State of California at a sum exceeding one million dollars. There is at present indebtedness in the total sum of $590,000.00 secured by trust deeds; there is also a proposed bond issue which ought to be completed the next ten days or two weeks, in the sum of $350,000.00. This bond issue is to replace some of the present indebtedness so that the total will not be increased.

Had we insisted upon the payment of the guarantee or the taking out of the picture it would have meant closing the theatre and in addition thereto foreclosure proceedings on the present indebtedness. There was also involved the question of their right to pad. Their attorneys had informed them that this was legitimate and it took considerable persuasion on my part that they were wrong.

We felt that the additional three weeks would assure us of over $8000.00 additional money for had we taken the picture out on Saturday night they would not have paid us the $2160.00 then due. In addition to that they were making a claim that we had agreed to pay some $14,000.00 for advertising, and you will notice in the contract this claim is forever wiped out, and the right to pad is definitely determined. At the end of the three weeks time, if the minimum is still below $13,000.00, we have our right of attachment or stockholders liability suit or both, neither of which has been prejudiced by the supplemental agree-

ment.

You undoubtedly have been receiving a lot of rumors about mismanagement, etc. As I have wired you I felt these rumors had been exaggerated. It has been rather hard to suppress Mr. Kane's desire to take some aggressive step. This desire, I believe, was due a great deal to his anxiety to please you because he felt that you desired some aggressive step taken towards terminating the contract. There was no way that this could be done without our breaking the contract. This in my opinion was exactly what they wished to accomplish. As it is, I feel that all points over which there might have been a serious controversy have been eliminated and we are now in a position of enforcing our rights without any serious opposition.

They have requested me to ask you if you will permit them to pay the balance of the guarantee at the rate of $2160.00 per week regardless of how long they keep the picture. I am therefore forwarding this request to you and ask that you kindly inform me what your desires are in the matter. For your information I might say that a stockholders liability suit in California may be brought at any time within three years from the date the obligation is incurred, which in this instance would be the date the contract was entered into. There is also another matter which must be considered; our Courts here are so crowded that they are now setting cases one year in advance; consequently, if we filed suit the last week of July it undoubtedly would be next May or June before the matter could be heard. We could of course levy an attachment and while we were waiting for trial, gain the benefit of whatever security our attachment would amount to.

I anticipate a request at the end of the present contract for a further extension of three weeks. It mightbe well for you to tell me your desires in this particular so that when the request is made I will be fully informed and can so advise them.

The enclosed contract was very hurriedly drawn late Saturday afternoon at a public stenographer's office which accounts for certain interlineations and typographical errors. I dislike having work of that kind go out but, however, it was unavoidable in this particular instance because of the late hour which we closed the deal.

Trusting that what we have done is entirely satisfactory, and personally I feel that any other step would have been unwise not only from the standpoint of obtaining the amount of our guarantee due, but also I feel if we had exercised the stop clause it would have had a very bad effect upon subsequent runs of the picture, I am,

LW/JP

Very truly yours,

Loyd Wright

P.S. May I ask you to be kind enough to pay my respects to Mr. Banzahf.

105A

June 9th 1924.

The Commonwealth Bank,
Howard & Madison Streets,
Baltimore, Md. Attention Mr.W.H.Billingslea
Re: Daniel Shay.

Gentlemen:

With reference to your favor of the 4th inst. if you have not already received the waiver of claim to the above account which Mr. O'Shea, Mr. Daniel Shay's brother, stated to me he had forwarded I should appreciate it if you would have your attorney send me a form of waiver which would be satisfactory to him so that I may have the same executed and returned as soon as possible.

Should any further instruments be necessary kindly have the same forwarded at the same time. In this way the matter can be expedited.

Thanking you for your courtesy and prompt attention.

Very truly yours,

R/GDM

The Presbyterian Church in the United States of America

THE GENERAL COUNCIL OF THE GENERAL ASSEMBLY

Chairman
Charles F. Wishart, D.D., LL.D.

Vice-Chairman
Henry C. Swearingen, D.D., LL.D.

Secretary
Lewis S. Mudge, D.D., LL.D.

General Secretary of the New Era Organization of the General Council
William Hiram Foulkes, D.D., LL.D.

Office of
New Era Organization of the
General Council
156 Fifth Avenue
New York, N. Y.

June 9, 1924.

Stewardship Department
Directors:
David McConaughy
Guy L. Morrill

Mr. D. W. Griffith,
44th Street Theatre,
New York City.

My dear Mr. Griffith :

I want to express the very hearty appreciation of Mrs McConaughy and myself of "America", which through your courtesy we had the privilege of seeing last week. It certainly is a very wonderful production, and I wish we might have more pictures of as high a grade. I can understand how difficult it will be to maintain so high a standard, but the best elements of the community certainly appreciate the efforts you are making.

Sincerely yours,

David McConaughy

DMcC/W

REPORT - ENGLAND
ALLIED ARTISTS CORPORATION, LTD.
[illegible] WARDOUR STREET
LONDON, W. 1

June 9, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING June 6, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended May 30th amounted to £277. 9. 1

   The expenses for the week ended June 6th amounted to £213.14. 6

4. Total business from each of the branches for the week just ended amounted to:

Birmingham	£287. 0. 0
Cardiff	271. 0. 0
Glasgow	248.10. 0
Leeds	127.10. 0
Liverpool	141.10.0
Manchester	175. 0. 0
London	265.10. 0
Newcastle	393.10. 0
Ireland	127. 0. 0
	£2036.10. 0

Cash collections for week ending June ~~2nd~~ 6th amountedto £3626. 9. 4

Yours sincerely,

(Signed) W. J. King
Acting General Manager
ALLIED ARTISTS CORPORATION, LTD.

129

June 9th 1924.

Miss G.M. Conway,
1476 Broadway,
New York City.

Dear Miss Conway:

With relation to Mr. Briel's inquiry regarding his using the "Sweetest Bunch of Lilacs", I wish to advise that a musical composition by such title was registered by G.H. Kline in 1899 but this registration was never completed by deposit of copies of the work. In view of this fact and in view of the fact that no attempt was made to renew the copyright in 1917, at which time the original copyright expired, if Mr. Briel is certain that the author of the composition corresponds with the author of the composition he desires to use he can proceed to use the same as it is now in the public domain. Nevertheless, since the composition is undoubtedly very old, I believe that we could take a chance and use it, arranging the same differently to avoid possible infringement.

Very truly yours,

R/GDM

No. 500.00 New York City, June 10th 18[illegible]

On August 10th, 1880.00 - - - - - after date we promise to pay to

the order of - - - D.H.CRAPPING - -

Three Hundred and 00/100 - - - - - - - - - - - Dollars

Payable at Central Union Trust Co., 43rd St. Branch.

Value received D.H.CRAPPING CO.,

No. Due 8/10/18[illegible] Treas.

127

New York City,
June 10, 1924.

D. W. Griffith, Inc.,
Bush Terminal Building,
West 42d Street,

Attention of Mr. Banshaf, Attorney.

Gentlemen:

Complying with your request for a general statement of the proposed plans of the purchasers of your Orienta Point property in the town of Mamaroneck, comprising upwards of 28 acres, the Company proposes to proceed with the erection of about 300 bungalows built of half stone and half stucco, at a cost of about $4,000 apiece, together with a plan for the renovation of the manor house as a club and bathing beaches where available. It is estimated that in the course of the year following of possession of the premises that some $2,000,000 will be expended for improvements.

In view of the foregoing your mortgage will be liberally secured and the Company's request to defer the first instalment on the amortization is based on the fact of the tremendous outlay of cash making the aforesaid improvements.

The Company further requests the privilege to pay the full amount of your mortgage at any interstate period.

Very truly yours,

Wm Kerney
Atty for Company.

DAVID W. GRIFFITH
and
D. W. GRIFFITH, INC.
and
FAMOUS PLAYERS-LASKY CORPORATION

- - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - -

Dated, New York, June ,1924.

THIS AGREEMENT made and entered into the 10th day of June, 1924, by and between DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, party of the first part (hereinafter referred to as Mr. Griffith); D. W. GRIFFITH, INCORPORATED, a Maryland corporation, party of the second part (hereinafter referred to as the Griffith corporation); and FAMOUS PLAYERS-LASKY CORPORATION, party of the third part, (hereinafter called the Famous Corporation);

W I T N E S S E T H:

WHEREAS, Mr. Griffith is exclusively employed by the Griffith Corporation for a term of years; and

WHEREAS, the Griffith Corporation is under contract to deliver a motion picture photoplay directed by Mr. Griffith to the United Artists Corporation, a Delaware corporation, to complete its contract with said United Artists Corporation; and

WHEREAS, the assets of the Griffith Corporation are tied up in negatives heretofore made and it requires cash or available credit in order to produce and deliver such motion picture photoplay to said United Artists Corporation, and to pay Mr. Griffith the weekly salary due him pursuant to his contract; and

WHEREAS, the Famous Corporation is willing to assist the Griffith Corporation to finance said motion picture photoplay in consideration of the Griffith Corporation furnishing the services of Mr. Griffith to the Famous Corporation for the purpose of directing three motion picture photoplays for said Famous Corporation;

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar, by each of the parties hereto in hand paid

to each of the others, receipt whereof is hereby severally acknowledged, and in consideration of the premises and the mutual covenants in this agreement contained, it is hereby mutually agreed as follows:

FIRST: The Famous Corporation agrees to procure for the Griffith Corporation an amount needed, to finance the production of a motion picture photoplay to be delivered to the United Artists Corporation for release, to the extent of Two hundred fifty thousand ($250,000) Dollars, without any compensation or profit to the Famous Corporation for procuring such financing. The Griffith Corporation agrees to deliver to any bank or party from whom such financing is procured, the negatives of such production and any instruments necessary to create a lien thereon, and an assignment of all moneys accruing to it from the distribution of the positives thereof, as collateral for the repayment of such loan or advance; to execute all documents which may be properly required by the lender, and to repay such loan to the lender at maturity, which shall be not earlier than January 1st, 1925. If the lender requires a note or notes of any earlier due date or dates than January 1st, 1925, the Famous Corporation shall procure the renewal of such note or notes to January 1st, 1925, or some subsequent date or dates. In the event that the Famous Corporation is required to guarantee the repayment of such advance, the Griffith Corporation and Mr. Griffith severally agree to indemnify and hold harmless the said Famous Corporation by separate instrument. Any guaranties or obligations by the Griffith Corporation and/or D. W. Griffith for the payment or repayment of any moneys supplied hereunder shall, as to all property and assets of the Griffith Corporation and/or D. W. Griffith, excepting the negatives and positives of the production above-mentioned, and all moneys accruing from the

distribution of the positives thereof or otherwise in connection with such production, and excepting also moneys payable under this agreement, be subject and subordinated to the liens, claims and obligations held by Central Union Trust Company of New York and/or Patrick A. Powers, to be paid and/or performed by the Griffith Corporation and/or D. W. Griffith or either of them, as set forth in two certain contracts between Central Union Trust Company of New York, D. W. Griffith and D. W. Griffith, Inc. and D. W. Griffith, Inc., D. W. Griffith and Patrick A. Powers, dated respectively October 22, 1923, and January 25,1924, and/or any renewals or extensions of time of payment thereof; and such obligation shall be fully liquidated prior to any guaranty, payment or repayment of moneys supplied hereunder except out of said negatives and positives, or the proceeds thereof, or the proceeds of such distribution or moneys payable under this agreement; and nothing herein contained shall subordinate or otherwise affect the liens, claims and rights of any lenders of moneys supplied hereunder, or of the Famous Corporation or any guarantor in respect thereof, in and to said negatives, positives, proceeds of distribution, and moneys payable under this agreement.

SECOND: The Griffith Corporation agrees to and hereby engages to furnish the services of Mr. Griffith, after the completion of the motion picture photoplay to be delivered to the United Artists Corporation as aforesaid, to the Famous Corporation, to direct three (3) motion picture photoplays for it.

Mr. Griffith individually covenants and agrees to and with the Famous Corporation to perform each and every service intended to be rendered by him herein and to continue to perform the same in case of default by the Griffith Corporation.

THIRD: The negative cost of each of the first and third pictures to be directed hereunder for the Famous Corporation shall not exceed One million($1,000,000) Dollars, and are hereinafter generally referred to as the "big pictures." The negative cost of the second picture shall not exceed Three hundred and fifty thousand ($350,000) Dollars, and said picture is hereinafter referred to as the "small picture." The stories shall be mutually agreed upon by Mr. Griffith and by either Mr. Zukor or Mr. Lasky on behalf of the Famous Corporation.

FOURTH: It is understood and agreed by the parties hereto that the picture to be delivered by the Griffith Corporation to the United Artists Corporation shall be started on or about July or August, 1924, and that the first big picture under this agreement will be started about four weeks after the completion of the picture to be delivered to the United Artists Corporation as aforesaid.

FIFTH: For the services of the Griffith Corporation in furnishing Mr. Griffith to direct the big pictures, and for the services of Mr. Griffith in directing the same, and making two negatives of each, it shall be paid the sum of Two hundred thousand ($200,000) Dollars for each such picture, and for their similar services in connection with the small picture the sum of One hundred thousand ($100,000) Dollars. Payment of the above sums shall be made at the rate of Six thousand ($6,000) Dollars per week to be paid to said Griffith Corporation and Mr. Griffith jointly at the end of each and every week beginning with the first "shooting" date of each production; but if any of said productions are not completed by the time the aforesaid sums have been paid respectively, such production or productions are nevertheless to be completed by Mr. Griffith without further

payment by the Griffith Corporation or the Famous Corporation.

SIXTH: The Griffith Corporation and Mr. Griffith severally agree that Mr. Griffith will devote his entire time and attention and his best efforts and abilities to the services of the Famous Corporation exclusively in carrying out this contract, and that Mr. Griffith will not engage in any other employment or occupation whatsoever until all the motion pictures to be made hereunder are completed, unless and until there has been a failure of agreement between the Famous Corporation and Mr. Griffith upon the stories to be filmed hereunder; except that he may retain whatever offices he now holds in the Griffith Corporation, but shall perform no services therein except formal or incidental.

SEVENTH: Both Mr. Griffith and the Famous Corporation intend to exercise the utmost good faith in endeavoring to agree upon the literary material for the motion picture productions, to be made hereunder, so far as is consistent with the policies and requirements of the Famous Corporation on the one hand, and the talents of Mr. Griffith on the other.

EIGHTH: It is understood and agreed that Mr. Griffith shall have the right to select the services of at least two (2) artists whom he is developing and whom he has a right to name in a separate letter at the time of the execution of this contract. It is understood that neither of said artists is at present employed by the Famous Corporation and that neither of them will be employed by the Famous Corporation without the consent of Mr. Griffith, for two (2) years from the date hereof. Mr. Griffith shall also have the right to select his personal secretary, an assistant director, a camera man and a developer, and shall have exclusive management and direction of the

production and editing of said photoplays, including the selection of artists and the approval of the continuity.

NINTH: If the Famous Corporation or Mr. Griffith is prevented during the making of a picture from continuing the same by reason of fire, strike, act of God or the public enemy, or any other cause beyond the control of the Famous Corporation or Mr. Griffith, whether of the same or any other character, the operation of this contract shall be suspended for the period during which the Famous Corporation or Mr. Griffith shall be so prevented.

TENTH: Mr. Griffith agrees that he will not until all of the motion pictures to be made hereunder are completed, permit his name to be used in connection with any motion pictures or any other commercial enterprise, excepting with pictures heretofore made by him, and the one intended to be made to be distributed by the United Artists Corporation, hereinbefore referred to, and those made pursuant to this agreement.

ELEVENTH: Each motion picture production directed by Mr. Griffith pursuant hereto shall be prominently announced as a D. W. Griffith Production in all paid advertising and publicity directly arranged by the Famous Corporation.

TWELFTH: The Famous Corporation agrees to pay for first-class transportation and drawing-room Pullman accomodations for Mr. Griffith and his living expenses whenever he is called upon to leave the City of New York for any studio, in any other city or for any work "on location."

THIRTEENTH: To induce Mr. Griffith to use his best efforts to eliminate all waste and delay in the making of said

pictures and to keep within the budgets therefor, and in consideration of his personal covenants contained herein, the Famous Corporation agrees to pay to Mr. Griffith as a bonus, the following:

(a) A sum equal to twenty (20%) percent of the net profits of each production directed by him pursuant to this contract, as said profits are hereinafter more particularly defined.

(b) A sum equal to twenty (20%) percent of the amount by which the negative cost of each motion picture produced pursuant hereto, computed as hereinafter provided, shall be less than the sum of Three hundred and fifty thousand ($350,000) Dollars, the budget figure for the small picture, and equal to twenty (20%) percent of the amount by which said negative cost is less than One million ($1,000,000) Dollars, as to each big picture. If the negative costs of any of the pictures shall exceed the budget amounts alloted thereto as hereinbefore set forth, without the written consent of the Famous Corporation, twenty (20%) percent of the excess of such budget allotments shall be deducted from any sums otherwise payable to Mr. Griffith in pursuance of Subdivision (a) of this paragraph.

FOURTEENTH: It is understood that the negative cost of each production shall be determined in the usual manner employed by the Famous Corporation including:

(a) Charge for the use of the studio and its facilities, compensation payable to the Griffith Corporation and Mr. Griffith jointly hereunder, salary and expenses of Mr. Griffith's personnel and actors, (also including the artists and staff mentioned in Paragraph "EIGHTH" when actually employed on a Famous Corporation's production), and expenses of

Mr. Griffith computed in the same manner as is now employed by the Famous Corporation in ascertaining the studio, director, personnel and other charges against its own productions;

(b) Cost of the story and scenario;

(c) Charges for such other items as are properly incurred in the making of such motion pictures.

In computing percentage of net profits to be paid as bonus to Mr. Griffith, each picture shall be considered separately.

Net profits shall be arrived at by deducting in respect of each production, from the sums actually received, by Famous Corporation from its exchanges as rentals for the use of positive prints, by any corporation owning exchanges of which it owns fifty-one (51%) percent or more of the stock, by Famous Corporation from exchanges in foreign countries not owned or fifty-one (51%) percent controlled by it, and from the sale by it of State Rights in foreign countries, the following items:

(1) Cost of negative;

(2) An allowance of Ten thousand ($10,000) Dollars on the small picture as and for New York office overhead, and Twenty thousand ($20,000) Dollars on each big picture.

(3) Cost of prints (not exceeding, however, three hundred prints in the case of each photoplay) and replacements of prints and parts thereof.

(4) For distribution costs: twenty-five (25%) percent of the gross amounts paid by exhibitors for film rental within the United States and Canada; thirty-five (35%) percent of the gross film rental paid by exhibitors in foreign territories where the Famous Corporation owns its own exchanges or controls fifty-one (51%) percent thereof by stock interest (such as

Australia, Great Britain, France, etc.), twenty-five (25%) percent of the amounts received from the sale of state rights for foreign countries; and twenty (20%) percent of the net amounts received from exchanges in foreign countries in which said productions are released through exchanges other than those owned or controlled by the Famous Corporation.

(3) Cost of advertising and exploiting;

(4) The amount paid by the distributor for prints, or parts of prints in replacement, for all countries, and for freight charges, duties and insurance thereon.

In the event that the distributor exhibits said pictures or any of them at any time in the method commonly referred to as "road showing," then for the purpose of computing the net profits from such road showing, there shall be deducted from the amount received by the Famous Corporation, from the management of the theatre where such picture is exhibited, as the distributor's share of the gross receipts, any cost or charge for general management of such road shows or for motion picture machines or similar apparatus used in connection therewith, and any other charges specifically applicable to said road show; the residue shall be considered film rental received by the distributor in computing the amount of the net profits. A copy of weekly box-office statements of each road show unit shall be mailed to Mr. Griffith.

If the "road showing" of any production as a whole results in a loss, this loss shall be deducted from the amount received from general distribution in motion picture theatres before determining the net profits thereof.

FIFTEENTH: In the event of the appointment of a receiver or trustee in bankruptcy of the Griffith Corporation

or its property, or of an assignment by it for the benefit of the creditors, all compensation for services to be paid by the Famous Corporation to the Griffith Corporation hereunder, shall be paid directly to Mr. Griffith alone. In the event of the death of Mr. Griffith during the making of a production, no further compensation shall be paid to either the Griffith Corporation or Mr. Griffith with respect to such picture, and no bonus shall be payable to Mr. Griffith with respect thereto, and such production may be completed by any other director selected by the Famous Corporation.

SIXTEENTH: The Griffith Corporation and Mr. Griffith jointly and severally represent that there is no outstanding contract between any other party and either or both of them, that would interfere with the full performance by them jointly and severally of the provisions of this contract.

SEVENTEENTH: Commencing July 1st following the release date of the first picture, and quarterly thereafter, reports will be furnished Mr. Griffith, which will contain itemized amounts received by exchanges from theatres in the United States as film rental of the productions referred to herein, and all sums received from foreign contracts; and such reports will be accompanied by remittance for any sums shown to be due thereunder. In case of any dispute arising, either as to such reports or as to the cost of any production, it is agreed to accept the audits and determination of Price, Waterhouse & Co., Chartered Accountants, as binding and conclusive; but Mr. Griffith reserves the right of examination of the books, records and data pertaining to the photoplays herein referred to.

EIGHTEENTH: The Famous Corporation hereby agrees to

provide for the use of Mr. Griffith and his producing unit suitable and adequate stage space in studio and lighting equipment separate and distinct from that of other producing units, and commensurate with the nature of the productions to be made by Mr. Griffith pursuant hereto; and the Famous Corporation also agrees to provide Mr. Griffith with suitable office space and his leading artists with first-class dressing rooms; the charge for such accommodations to come under the item of studio overhead and to be charged to negative cost.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be duly executed the day and year first above written.

D. W. GRIFFITH, INCORPORATED

By D. W. Griffith

ATTEST:

Elliott Barnsley
Secretary

D. W. Griffith (L.S.)

FAMOUS PLAYERS-LASKY CORPORATION

By Adolph Zukor Pres.

ATTEST:

Elliot Johnston Ludwig
Secretary

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On the 1st day of June, 1924, before me came ALBERT H. T. SANDHAP, who being by me duly sworn, did depose and say, that he resides in Lynbrook, N.Y.; that he is the SECRETARY of D. W. GRIFFITH, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Robert Gaston

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On the 10th day of June, 1924, before me came ADOLPH ZUKOR, who being by me duly sworn, did depose and say, that he resides in New City, New York; that he is the PRESIDENT of FAMOUS PLAYERS-LASKY CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Charles Evans Hawthorne
Notary Public
New York County Clerk's #99
Commission expires March 30, 1925

LIBRARY

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DAVID W. GRIFFITH

to

D.W.GRIFFITH INCORPORATED.

- - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That I, DAVID W. GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, for and in consideration of the sum of One ($1.00) Dollar lawful money of the United States and other good and valuable consideration to me in hand paid before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto D.W.GRIFFITH INCORPORATED, its successors and assigns to its own proper use and benefit any and all sums of money due or to grow due to me as and when such payments shall be made arising out of an agreement made by the FAMOUS PLAYERS-LASKY CORPORATION to pay to me, the said DAVID W. GRIFFITH, a sum equal to Twenty (20%) percent of the net profits of three certain motion picture productions to be directed by me for the said FAMOUS PLAYERS-LASKY CORPORATION, all of which more fully appears in a certain agreement made and entered into on the 10th day of June, 1924, by and between DAVID W. GRIFFITH, D.W.GRIFFITH INCORPORATED and FAMOUS PLAYERS-LASKY CORPORATION, and particularly related in sub-division (a) of Clause 13.

And I do hereby give the said D.W.GRIFFITH INCORPORATED its successors and assigns full power and authority for ~~the~~ its own use and benefit, but at its own cost to ask, demand, collect, compound and give acquittance for the same or any part thereof and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

In witness whereof, I have hereunto set my hand and seal this 10th day of June, 1924.

(L.S.)

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this day of June, 1924, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual described in and who acknowledged the foregoing instrument and he duly acknowledged to me that he executed the same.

June 11th 1934.

Collector of Internal Revenue,

Los Angeles, California.

Dear Sir:

I am enclosing amended tax return of D.W.Griffith for the year 1933, together with check to your order for $1,963.58 and also claim for credit against outstanding assessments duly executed by Mr. Griffith.

Very truly yours,

R/GDM

Enc.

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
REVENUE ACT, 1924
CONSOLIDATED STAMP TAX
Form 17 (Rev.)

IMPORTANT
File with Collector of Internal Revenue where assessment was made. Not acceptable unless completely filled in.

CLAIM FOR

- [ ] ABATEMENT OF TAX ASSESSED
- [ ] CREDIT AGAINST OUTSTANDING ASSESSMENTS
- [ ] REFUND OF TAXES ILLEGALLY COLLECTED
- [ ] REFUND OF AMOUNTS PAID FOR STAMPS USED IN ERROR OR EXCESS

COLLECTOR'S NOTATION
Amount
Account number
Date received
Stamp here
Collector of Internal Revenue

State of NEW YORK
County of NEW YORK } ss:

NOTICE TO COLLECTOR
Collector must indicate in block above the kind of claim, except in Stamp Tax cases.

Date received by Collector's Office
Stamp here

TYPE OR PRINT

D.W. GRIFFITH
(Name of taxpayer or purchaser of stamps)
LOS ANGELES, CALIFORNIA
(Address: Street and number, City, County and State)
1476 Broadway, New York, N.Y.

This deponent, being duly sworn according to law, deposes and says that this statement is made on behalf of the taxpayer named, and that the facts given below with reference to said statement are true and complete:

		PERIOD	YEAR
1. Business in which engaged	Motion Pictures	From Jan. 1.	1921
2. Character of assessment or tax	Income and Profits	To Dec. 31	1921
3. Amount of assessment or stamps purchased (or the stamps affixed)		$	
4. Reduction of Tax Liability requested (Income and Profits Tax)		$	8,476.19
5. Amount to be abated		$	
6. Amount to be refunded (or such greater amount as is legally refundable)		$	
7. Dates of payment (see Collector's receipts or indorsements of canceled checks	3/15/22-$3166.86; 6/15/22-$3166.86; 9/15/22-$3166.86; 12/15/22-$3166.86; 2/6/23 $20,499.42		
(If statement covers income tax liability, items 8-11, inclusive, must be answered.)			
8. District in which return (if any) was filed	Los Angeles, Cal.		
9. District in which unpaid assessment appears			
10. Amount of overpayment claimed as credit		$	8,476.19
11. Unpaid assessment against which credit is asked; period from Jan. 1st 1923 to Dec. 31/1923		$	10,439.71

Deponent verily believes that this application should be allowed for the following reasons:

As a result of the Treasury Department Field Audit for the year 1921 a deduction for a loss of $54,662.32 was allowed in that year which loss was originally deducted in the 1923 Tax Return. This change results in an overpayment of tax for the year 1921. An amended Return is herewith filed for 1923 without deduction of $54,662.32. The additional tax due for 1923 is therefore reduced by credit for the overpayment of 1921 taxes.

Total tax due for 1923 (amended return)	$41,284.03
Less 25% deduction allowed by law - - - -	10,321.00
Balance of tax due - - - - - - -	30,963.03
1/2 tax due June 15/24 - - - - - - - - - -	15,481.52
Less amount paid March 15th 1924 - - -	5,041.81
Tax due June 15th 1924 - - - - - - - -	10,439.71
Less refund for 1921 recommended by field agent - -	8,476.19
Balance paid herewith	$ 1,963.52

(Attach additional sheets if necessary.)

Sworn to and subscribed before me this 11th day of June, 1924.

Signed:

(Title.)

(This affidavit may be sworn to before a Deputy Collector of Internal Revenue or Revenue Agent without charge.)

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ROBERT BIGGS
ATTORNEY AT LAW
922 UNION TRUST BUILDING
BALTIMORE, MARYLAND

June 11th, 1924.

Mr. Albert H. Boushaf,
130 W. Forty-second Street,
New York, N. Y.

My dear Sir:

Your two letters of May 22nd and June 9th last, addressed to the Commonwealth Bank of Baltimore with reference to the deposits in the bank in the name of Daniel Shay, received. I regret that I do not see my way clear to advise the bank to pay over this deposit to the D. W. Griffith Corporation even though the various relatives of Shay were to sign waivers . Under our law it will be necessary to take out ancillary letters of administration if Shay left an estate which is being administered in another state, and if he did not leave an estate elsewhere then letters of administration should be taken out here and the fund be gotten from the bank through regular administration proceedings. These are not expensive and will avoid, I am sure, embarrassment which might very easly arise if the bank were to undertake to pay over the money on some releases or waivers which might not in the end be binding upon the real parties in interest.

If you will correspond with me I shall be glad to facilitate your efforts to get control of the money with the least possible delay and expense.

Yours very truly,

Robert Biggs

RB:FB

Paris the II th. June 1924.

A. DE MEAVER
(INGENIEUR CIVIL)
9, RUE DE LA PERGOLESE - PARIS
TEL : WAGRAM 6-26

MR BARTON

Mr. D.W. GRIFFITH,
Longacre Building
1476, Broadway,
NEW-YORK-CITY,
(U.S.A.)

Dear Sir,

If you are interested in the progress made in cinematographic reproduction, you will read the following report with attention.

You have doubtless experienced many difficulties in realising what you imagined, this realisation sometimes even proving impracticable.

With the apparatus now used you will not have been able to reproduce scenes which would have been quite ideal.

The pictures produced by these apparatus not corresponding with actual life, the products have, consequently, had to be adapted to the apparatus, which depend to a great extent on weather, time of day, light, and the place where the scenes are prhtographed.

Everything had therefore to be subject to the restricted result given by insufficient apparatuses : scenarios, artists, decoration, etc...

Knoving from experience these many difficulties, I take the liberty to hand you a description of my new apparatus for taking cinematographic views.

With this apparatus many effects hitherto only desired are easily realised without having recourse to conjuring or tricks which weary the public and become monotonous both in the production and reproduction.

Being patented in all manufacturing countries, my apparatus, which has taken several years to design and carry out in proper

form for practical use,will be a valuable weapon in the hands of a good organiser able to recognise its value. But this value will only become real if the exclusive rights are reserved. By so doing however,the weapon will be found to be of quite terrible effect for competitors.

This is the object I have in view.

I am therefore willing to study any proposition you may like to make,if you entertain the idea of taking over the exclusive rights for one more countries.

I would accept any competitive test with existing apparatus in the presence of the interested parties,or their representatives,particularly scenes in bad light,during storms,fogs, at night time,and with full motion,for example the reproduction of horses or motor cars passing through the field,in all weathers, and at any distance,and I would guarantee absolute sherpness.

I remain,

Dear Sir,

Yours very truly.

A. de Brazey

A. DE GRAVER
INGENIEUR CIVIL
9, RUE DE LA PEPINIERE : PARIS
TEL : WAGRAM 07-93

Apparatus for Taking Cinematographic Photographs.

Since 1898, the year in which Mr. Louis LUMIERE brought out the first apparatus for taking cinematographic photographs, French and other designers who have placed on the marketapparatuses of this Kind, but more or less improved, have followed the principle laid down by Mr Louis LUMIERE. They have indeed added several mechanical devices with the object of facilitating the manipulation, without however making any marked improvement to increase the efficiency.

For some time, nevertheless, it has been realised that a lens shutter is not able to master a speed exceeding $\frac{1}{300}$ second. This speed is too small for taking quick moving objects.

Now, in order to obtain a sharp picture of moving objects in the cinematographic apparatuses used to day nothing better has been found, up to the present, than to employ a rotary disc, the light efficiency of which, at maximum speeds, the limit of which is $\frac{1}{300}$ second is scarcely 40%. Whatever kind of shutter is used, whether it be placed before or behind the lens, as long as it is arranged at some distance from the sensitised surface, it must be classed among the lens shutters.

The disc shutters have moreover the great disadvantage that they work on the principale of the fan and the action of the rays in this case is the worst possible, the upper part of the picture receiving more light than the lower.

It is a universally recognised fact that shutters placed at a certain distance from the sensitised surface, no matter whether they are disc shutters, as employed in all ordinary apparatus for taking views, that is to say at 16 views per second, cannot register accurately the movements as they occur in life, and especially not in such cases in which those movements take place at a speed of $\frac{1}{3000}$ second .

For this reason, in taking such photographs for the purpose of obtaining pictures having the aspect of reality, it is usual to impose a slower movement on the persons ans objects in question, and those movements should have a certain angle to the axis of the lens, in order to avoid a dislocated appearance.

Pictures taken in the open air without preparation are sometimes grotesque.

Lately articles have been published concerning new apparatuses of great light efficiency, up to some hundreds per second. In what way however do those apparatuses bring the true solution in regard to the problem which is occupying the cinematographic world, that is, the absolute instantaneousness in taking such views ?

There is no doubt that these special apparatuses have done real service to science. But views which must necessarily be projec-

ted at a reduced speed with the apparatuses now in use are only a transient source of curiosity for the public, not more .

In order to obtain good views with apparatuses of this special kind it is necessary to use a strong light, owing to the bad light efficiency of their shutters. An exception must of course be made for the apparatuses operated synchronously with electric sparks which require no shutter. Such apparatuses, however, only serve for laboratory purposes.

A plate shutter, capable of taking views up to $\frac{1}{3000}$ second , with existing sensitised surfaces and lenses, can alone be used for obtaining absolutely sharp views at the highest speeds. But for this purpose, it is indispensable, to obtain maximum efficiency, that the shutter pass nearly in contact with the sensitised surface, that the edges of the slot be extremely thin, and that the shutter move without vibration. It is evident that in this case the maximum efficiency of 100% will be obtained.

Based on this shutter principle, a new apparatus for taking cinematographic views has been invented and patented all over the world.

The shutter of this apparatus passes at a distance of only $\frac{1}{20}$ mm from the sensitised surface and it is made of metal of $\frac{10}{100}$ mm thickness.

The regulation of the slot from its maximum opening of say 29 mm can be effected from millimeter to millimeter, until it is completely closed, by means of a lever, and this adjustment can be made while the apparatus is in operation. In this way the desired width of opening is obtained. In working with an opening of a given width, according to the speed of the objects to be photographed, and the light, it is pos -

sible by decreasing and increasing the opening to correct the light effects. A scale enables the the width of the opening to be controlled with absolute precision.

This correction must not be confounded with that effected by means of diaphragms in existing apparatuses. If such a correction were attempted with the latter, the adjustment would change with certain lenses. Moreover the back planes would be indistinct if the diaphragms opening were opened a little too far .

It will be evident therefore that with a plate shutter extremely quick movements can be photographed which necessitate a shutter motion equal to $\frac{1}{3000}$ second, in normal operation of 16 views per second.

The motion of theshutter takes place horizontally, and by this means a better result is obtained than in the plate shutters made for sport photography, which usually fall, or in other words, move from the top to bottom.

Another improvement in this shutter consists in adapting the direction of motion to be reversed by means of a lever, so that the shutter can be moved in the opposite direction to the objects to be photographed, which has not only purpose of avoiding deformation, but also enables views to be taken on dull days, with a larger opening than the movement of the objects and persons would otherwise require, and this in consequence of the addition in velocity due to the movements taking place in opposite directions.

Owing to all the advantages cited it will be clear that this new apparatus can be used at all times, in all places, and with a much reduced light, not only out-doors, at the fall of day, for example, but also in studios, where it will no longer be necessary to have the intense light which heretofore was so prejudicial to the artists and also to the artistic results desired.

In order to complete my discription I would offer the following remarks to the advantage of plate shutters : -

Assuming that with the lens shutters the light rays throwing the picture on the sensitised surface, only arrive progressively at the highest speed, say $\frac{1}{300}$ second, with an efficiency of 50% at most, certain rays cut off at their source have no time to influence said surface sufficiently. Consequently it results, in developing such pictures that the lights are too hard and the shades remain without detail.

In the plate shutters the lens remains constantly entirely open, and all parts of the picture receive full light, so that the brighter parts of the picture have a sufficient exposure and develop well, and the half tones , as well as the shades, come out completely. The pictures obtained have all detail and are well balanced, approaching in appearance the effects obtained with orthochromatic plates with screen.

Finally, I would repeat what Mr E. PITOIS says in a profound article on the question of lens shutters which appeared in the Revue Française de Photographie of 15 th January 1921 viz : -

" Efficiency of 60% (lens shutter), efficiency of 100%
"(plate shutter). This seems to have but little interest, in asmuch as
"nobody devotes attention to same.

" Alas, I know very well that it is always painful to
"trouble the pleasant serenity of those wrapt up in illusions. This is
"however the only method, in photography, as in every other branch, to
"obtain quick progress.

" I am therefore, dear reader, going to disclose a
"fact universally ignored, but of great consequence, viz. that lens
"shutters have an efficiency which varies according to the speed, and
"we can now fully account for the superiority of the plate shutters : -
"They have an efficiency which at all speeds is constant, amounting to
"the maximum of 100%.

"We are thus led to expose the question of plate
"shutters in a different manner to that usual, and we will study successi-
"vely the questions of speed and efficiency .

" If now, after attaching the system (of plate shutter)
----------the shutter is allowed to move under the action of a strong
"spring, the opening will expose each part of the plate consecutively, and
"each point will be subjected for a certain time , which may be very short,
" to the light, when the small opening passes.

" It is evident therefore that at a given speed of
"movement in a lens shutter and plate shutter the latter enables an increa-
"se in speed equal to the number of times the width of the opening is con-

"tained in the square of the width of the opening in a lens shutter.

" An opening of 8 mm in a plate shutter will yield "a speed 30 times quicker than a lens shutter having an opening of 6 mm.

"Thus, it is easy to obtain speeds of thousand parts "of a second and even fractions of same.

"Everybody is capable of understanding the problem of "efficiency, and at a time when all branches of industry recognise the "great importance of this question in connection with equipment, organisa- "tion and staff. I hope that photographers will know what instruments should "be chosen and how to use the same so as to obtain a maximum efficiency.

"The bearing of this question is double. On the one "hand the possibility of having a maximum light effect in the shortest "exposure; on the other hand the possibility of exposing the plate to the "quantity of light desired . These are, I think, questions of great impor- "tance for obtaining successful results in photography.

"Such are the questions raised by the problem of "efficiency; but whence comes this problem of efficiency in connection "with shutters ?

" It is simply because, in ordinary shutters, although "mechanically greatly improved, the lens is always opened progressively, "and the efficiency is the exact relation between the amount of light ac- "tually received by the plate and the light which would have reached the pla "te, if, during the time of exposure, it had acted with full constant "strength.

"Now this result which has been vainly sought in "connection with the lens shutter, is obtained quite naturally with "the plate shutter .

" This is due to the fact that the lens remains "constantly open, and, as soon as one point of the plate is exposed "by one edge, of the opening, this point receives the total light pas- "sing through the diaphragm until it is covered by the other edge.

" By this means maximum efficiency is obtained "and with perfect uniformity.

" With the lens shutters, on the other hand, all "parts of the plate are exposed simultaneously to the light which only "rises progressively to the maximum quantity capable of passing through "the diaphragm.

" You can obtain an idea of what occurs on moving a lens shutter slowly by hand. "

After reading this article, by which my contentions in regard to the new apparatus for cinematographic photography are confirmed, the uncontestable superiority and many advantages of this invention will be evident.

It represents quite enormous progress in cinematography.

C O P Y.

June 18th 1924.

Mr. J. G. Epping,
1476 Broadway,
New York City.

Dear Sir:-

I have discussed the following order with Mr. Danaghaw and I wish you would see that it is carried out as soon as possible.

1 - Make a new black & white print from the present negative, which we will use in making a duped negative.

2 - Then clean the negative, as it has not been cleaned for years.

3 - Make another black and white print from the cleaned negative, to be used in making another dupe.

4 - Make ten (10) new prints from the cleaned negative.

Yours truly,

EPOCH PRODUCING CORPORATION,

By

General Manager.

D. W. GRIFFITH INCORPORATED
303 LONGACRE BUILDING
NEW YORK CITY

Date July 17, 1924.

Manager of Laboratory,
Mamaroneck, N. Y.

Please ship to As per letter of June 14th from Mr. H. E. Aitken of Speech Producing Corporation to Mr. Epping
Street Number
City and State

Their Order No.
Via
Invoice to
Terms

"The Birth of a Nation"

1 New black and white print from present negative to be used in making a duped negative

Clean Negative

Make another black and white print from cleaned negative to be used in making another dupe.

Make 10 new prints from the cleaned negative

Note: This order was given by Mr. Epping before he left for Europe.

D. W. GRIFFITH, Inc.
By B. H. Conway
for J. C. Epping

ORDER No. 48

D. W. Griffith, President
Harry E. Aitken, Vice President

Roy Aitken, Secretary
Albert H. T. Banghof, Treas.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Grand Terminal Sales Building, 140 West 42nd St., New York
Telephone Bryant 4897

October 6, 1924

D. W. Griffith, Incorporated
Orienta Point
Mamaroneck, New York

Attention of Harold Godwin

Dear Sir:

This confirms telephone order given you today to send one print of "The Birth of a Nation" with "Colored School Trailer" to the Minneapolis office of the United Artists Corporation.

This is to be charged to us.

Very truly yours,

THE EPOCH PRODUCING CORPORATION

By: Albert H. T. Banghof

RR:EC

also print for Atlanta
click 10/7

D. W. GRIFFITH, President
HARRY E. AITKEN, Vice President

HARY AITKEN, Secretary
ALBERT H. T. BANGHAM, Treas.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Hack Terminal Sales Building, 1481 West 42nd St. New York
TELEPHONE BRYANT 4897

October 16th 1924.

Mr. Harold Godwin,
D.W.Griffith Studio,
Mamaroneck, New York.

Dear Mr. Godwin:

This is to confirm telephone order given to you yesterday to ship one (1) print of "THE BIRTH OF A NATION" to Minneapolis office of the United Artists Corporation to take the place of the print shipped by you and which apparently has been lost in transit.

Very truly yours,
EPOCH PRODUCING CORPORATION.
By Albert H. T. Bangham

R/GDM

C O P Y.

June 18th 1924.

to To Minneapolis on bill 10/15 $1215.60 1 2060 ft each 1- 192 trailer

Bill 7/10/24 = $1478.80 2 B&W Prints and cleaning reg

new order #890 to St Louis. - leaves 7 in vault
To Montreal 12060 ft @ .05¢ = 603.00 leaves 6 in vault
12/2 1 print Omaha " " 4 " 5 in vault
~~B&W = 7/30/24~~
14 2 Prints Beach 12060 } $1206 leaves 3 in vault
Hallow 12060
1 Print Ohio 12060 $603 leaves 2 in vault
1 Print Columbus 12060 603 leaves 1 B&W print in vault.

Mr. H. E. Aitken, General Manager

Epoch Producing Corporation, New York City.

Charges

OFFICE COPY

D. W. GRIFFITH STUDIO
ORDER FOR LABORATORY PRINTING

Date June 18th 1924.

Please print the following:

THE BIRTH OF A NATION.

1 New black and white print from present negative to be used in making a dupe negative.

Clean Negative

Make another black and white print from cleaned negative to be used in making another dupe.

Make 10 new prints from the cleaned negative.

Purchase Form 1-1934-11-11

BRANCH OFFICE REQUISITION AND PURCHASE ORDER

United Artists Corporation

THIS ORDER NO. MUST BE PUT ON ALL INVOICES AND PACKAGES

729 SEVENTH AVENUE
NEW YORK

No. 690

MANUFACTURER D. W. GRIFFITH LABORATORY

ADDRESS

(LEAVE ABOVE SPACE BLANK)

SHIP TO UNITED ARTISTS CORPORATION

ADDRESS 1323 VINE STREET

CITY PHILADELPHIA STATE PENNA

DATE 12/23/24

WHEN WANTED RUSH

BILL TO

VIA

TERMS

QUANTITY	DESCRIPTION	PRICE
ONE	PRINT BIRTH OF A NATION (UNCENSORED)	
	CONFIRMATION	

ORIGINAL FOR SHIPPER

RENDER ALL BILLS IN DUPLICATE

ORDERED BY

PURCHASED BY M. McCuck

GENERAL MANAGER

Duplicate Form 1-1001-1-11

BRANCH OFFICE REQUISITION AND PURCHASE ORDER

United Artists Corporation

THIS ORDER NO. MUST BE PUT ON ALL INVOICES AND PACKAGES

729 SEVENTH AVENUE
NEW YORK

No. 600

MANUFACTURER D. W. GRIFFITH LABORATORY

ADDRESS

(LEAVE ABOVE SPACE BLANK)

SHIP TO AS BELOW

ADDRESS

CITY STATE

DATE 12/4/24

WHEN WANTED RUSH

BILL TO

VIA

TERMS

QUANTITY	DESCRIPTION	PRICE
ONE	PRINT "BIRTH OF A NATION" TO GO TO DALLAS EXCHANGE 308 SO. HARWOOD ST.	
ONE	PRINT "BIRTH OF A NATION" TO GO TO DENVER EXCHANGE 2044 BROADWAY	
	PRINTS TO BE IN DALLAS AND DENVER RESPECTIVELY ON DECEMBER 10th	
	CONFIRMATION ORDER (ALREADY OKEYED BY MR. AITKEN)	

ORIGINAL FOR SHIPPER

RENDER ALL BILLS IN DUPLICATE

ORDERED BY

APPROVED BY J. M. Cook

GENERAL MANAGER

Dunbar Form 1-1064-1-11

BRANCH OFFICE REQUISITION AND PURCHASE ORDER

United Artists Corporation

THIS ORDER NO. MUST BE PUT ON ALL INVOICES AND PACKAGES

729 SEVENTH AVENUE
NEW YORK

No. 538

MANUFACTURER D. W. GRIFFITH STUDIOS

ADDRESS

(LEAVE ABOVE SPACE BLANK)

SHIP TO UNITED ARTISTS CORPORATION

ADDRESS 1508 DAVENPORT ST.

CITY OMAHA STATE NEBR

DATE 11/25/24

WHEN WANTED RUSH

BILL TO

VIA

TERMS

QUANTITY	DESCRIPTION	PRICE
ONE	PRINT "BIRTH OF A NATION"	
	NOTE: OMAHA RECEIVED THREE PRINTS OF BIRTH FROM THE LIBERTY FILM EXCHANGE BUT THEY ARE ALL JUNK AND WE HAVE INSTRUCTED OUR REPRESENTATIVE THERE TO FORWARD SAME TO THE GRIFFITH STUDIOS.	
	OK Geo.	

ORIGINAL FOR SHIPPER

RENDER ALL BILLS IN DUPLICATE

ORDERED BY

APPROVED BY M M Cinok
GENERAL MANAGER

Purchase Form 6-1934-5-15

BRANCH OFFICE REQUISITION AND PURCHASE ORDER

United Artists Corporation

THIS ORDER NO. MUST BE PUT ON ALL INVOICES AND PACKAGES

729 SEVENTH AVENUE
NEW YORK

No 340

MANUFACTURER D.W. GRIFFITH INC

ADDRESS

(LEAVE THIS SPACE BLANK)

SHIP TO UNITED ARTISTS CORP LTD

ADDRESS

CITY MONTREAL STATE CANADA

DATE 11/26/24

WHEN WANTED

BILL TO RUSH

VIA

TERMS

QUANTITY	DESCRIPTION	PRICE
1	PRINT " BIRTH OF A NATION."	
	CONFIRMATION 11/26/24	
	O.K. by Griffith	

ORIGINAL FOR SHIPPER

RENDER ALL BILLS IN DUPLICATE

ORDERED BY

APPROVED BY W. W. Lust
GENERAL MANAGER

105A

June 18th 1934.

Mr. Andrew A. O'Shea,
216 Montague Street,
Brooklyn, N.Y.

My dear Mr. O'Shea:

I am enclosing a copy of letter under date of June 11th which we have received from Mr. Biggs who is apparently the attorney for the Commonwealth Bank of Baltimore.

In view of the fact that it appears to be necessary to procure Letters of Administration in order to have the Bank release the funds in question, will you kindly proceed to take such steps following Mr. Biggs' suggestion as to procuring of ancillary Letters of Administration if Mr. Shay left an estate which is being administered in another State, or procuring Letters of Administration in Maryland if the only estate he left will be administered there. The Griffith Corporation will be glad to bear the necessary cost of such procedure.

Trusting you will give this matter your usual prompt attention and thanking you for your courtesy, I remain

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAM, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1160

June 14th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative
America		8446		
Way Down East		33198		
Birth of a Nation		22282		
	0	63926	0	0

Positive stock used

Eastman 63926

Negative stock used

none

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June 16th 1924.

S.V. & G.P. Heimberger,
727 Seventh Avenue,
New York City.

Re: Farmer vs. Griffith.

Dear Sirs:

We have taken the matter up with our clients and expect to receive information within a short time upon which we hope that we can arrive at an understanding in the matter. We have been delayed owing to the fact that the correspondence has been mislaid and also by reason of the fact that the officers of the Corporation with whom the dealing was alleged to have been had have been absent from the City at various times since the action was begun.

We hope to communicate with you very shortly and in the meantime would appreciate receipt of a Bill of Particulars requested at the time our appearance was filed.

Very truly yours,

L/GDM

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
BRYANT 9100
CABLE ADDRESS "FAMPLAY"

Legal Department
Ralph A. Kohn
Harold Hirschman
Austin C. Keough
Charles E. Hawthorne
Attorneys

Elsa Jane Ludwigh
General Counsel

June 16, 1924

Dear Sir:

It was suggested at the last meeting of the Law Committee, called to consider what if any changes should be recommended to distributors in the present uniform exhibition contract:

1st: That Paragraph 11th ought to be omitted,
and
2nd: That Paragraph 18th ought to be amended.

In connection with paragraph 11th, it is stated that the provision fails of its object; that in almost every case, the purchaser of a theatre is more responsible than the seller, and that by emphasizing that an assignment of the contract will not be recognized without the written consent of the purchaser and the distributor, we are standing in the light of the exchanges. It is claimed that the purchaser is careful not to give a written acceptance, but promptly visits the exchange and offers to take the product only if he can have it at a reduced price; and on the other hand, that the covenant of the original contracting party, is of little value, he being usually as was first stated, in instances where he turns over the place, of no responsibility. If he were responsible, he would take care for his own protection, to see that the purchaser covenanted to take over the unplayed contracts.

It is argued on the other hand that without any clause at all, the original contractor will remain liable by law, while the exchange is no worse off as to the new purchaser, and as a matter of fact will have an easier time to have him take over the product either by written consent, or operation of law, than where you specifically say you will not recognise him unless you have his written assumption of the contracts.

With respect to paragraph 18th, which provides among other things, that the contracts shall be deemed withdrawn unless accepted within certain specified dates, and taking into consideration the ethical direction to salesmen to make no further offer to sell the same service in the same zone until action has been had on the application, it is contended by the exhibitors that notwithstanding the ethical provision, it is frequently not observed. In fact, it is conceded that it is difficult if not impossible, to get 100% observance of this provision. The exhibitor would like a specific covenant not to sell the same product elsewhere in the same zone after an application has been taken, until the latter has either been accepted or rejected. In return for this, we are advised they would be willing to make some concession. The suggestion was made at the meeting, that we make the offer on the part of the exhibitor irrevocable until accepted or rejected within certain specified time, and that in consideration of the offer being irrevocable, we covenant not to contract for the same service elsewhere while the application is pending and unrejected.

It is suggested that we insert in paragraph 18th, a

sentence somewhat as follows:

> "In consideration of this application, the distributor agrees not to contract for the pictures enumerated herein, with any other party in the zone where the theatre first-above specified is located, until this application has been accepted or rejected in writing by the distributor."

Or perhaps this might be added at the end of the contract as a separate clause.

In connection with this change, it is suggested that time to accept applications in this territory be extended from seven to ten days, and elsewhere east of the Mississippi, from ten to fifteen days.

Attention was also called at the meeting to the fact that several distributors have made changes in the uniform contract. The Committee would like to know the reasons for these changes, so that they may be adopted if desirable or applicable, by other companies. We have therefore, added on a separate sheet, the changes said to be contained in the contract used by your company, and will thank you to forward a copy of your contract with the reasons for the changes.

In order to work more efficiently and because of the experienced difficulty in thrashing these things out at a committee meeting without previous preparation, we would like to have your views and suggestions on matters embraced herein. As soon as a substantial number of replies to this communication has been received, the Chairman will call a meeting of the committee, at which he will make recommendations based upon a consideration of the replies. In view of the approaching holiday season, and the desire of the companies to get their contracts printed, your prompt attention is appreciated.

Yours very truly,

E. Kuhlke

Albert H. T. Banzhaf, Esq.
130 West 42nd Street, N.Y.C.

JAMES A. HIGGINS
6TH DISTRICT
CHAIRMAN
COMMITTEE ON CIVIL SERVICE

The Senate of The State of New York
Albany

44 Court Street,
Brooklyn, N.Y.
June 15th, 1924

David Wark Griffith, Esq.,
1476 Broadway,
New York City.

Dear Sir:

Being keenly interested in the virile presentation of the history of the Revolutionary period, as the enclosed resolution will attest, you may imagine with what feelings of admiration and satisfaction I viewed your superb production "America." Permit me to say that, in my opinion, you have performed a great patriotic service, and that you have accomplished more for the school children of this country than any educator in years.

I congratulate you, and sincerely hope that in due time your film will be shown in every school in this land.

Yours very truly,

James A. Higgins

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ERNST, FOX & SANE
COUNSELLORS AT LAW
20 WEST 44TH STREET
NEW YORK

June 16th, 1934.

Albert H. T. Banshaf, Esq.,
130 West 44th Street,
New York City.

"Re: One Exciting Night"

Dear Mr. Banshaf:-

For your information, the amount I have collected to date is $90,669.31. I have received this month only $637.18.

Please send me your check for $1250 balance of fees as agreed.

Thanking you, I am

Very truly yours,

David J. Fox

DJF:S

124

L. WARD PRINCE
ALBERT W. LOCKYER
LOUIS D. GERKING
LARRY RENT
SIDNEY BARR, JR.
MAURICE J. COLLINS
JOS. A. MAGANLESS
ANDRE L. REYNARD
LINCOLN E. RAMSDELL
DREW MULLER

Prince & Ripley

Westchester County Realtors

440 MADISON AVENUE
NEW YORK
TELEPHONE: MURRAY HILL 0000-0000

BRANCH OFFICES:
WHITE PLAINS, N. Y.
NEW ROCHELLE, N. Y.
PELHAM MANOR, N. Y.
RIVER FERRY, N. Y.
GLADDALE, N. Y.
HERMIT FARM

PLEASE REPLY TO:

White Plains

June 15, 1924

Mr. Albert H Banzhaf
150 West 42nd Street
New York City

My dear Mr. Banzhaf:

I sincerely regret that I have to bother you again about the return of my check.

I am going away a week from today and I am most anxious to have this check destroyed or cancelled, and I am sure you feel the same. If there is any place that I can go to get it I will be glad to do so.

Very truly yours,

L Ward Prince

L WARD PRINCE

LWP:FR

Call and Notice of Special Meeting of
Board of Directors

-of-

Motion Picture Producers and Distributors of America, Inc.

Notice is hereby given that a special meeting of the Board of Directors of Motion Picture Producers and Distributors of America, Inc. is hereby called and will be held on the 19th day of June, 1924, at 2:30 o'clock in the afternoon, at the principal office of said Association, 522 Fifth Avenue, in the Borough of Manhattan, City of New York, for the purposes of electing officers for the ensuing year; approving the appointment of an executive committee of the Board of Directors for the ensuing year; considering and taking action with reference to and authorizing, ratifying and approving all acts, proceedings and matters taken or authorized at, or reported to, or considered by two meetings of the members of Motion Picture Producers and Distributors of America, Inc. held on the 16th day of June, 1924, one a special meeting called to be held at 2:30 o'clock in the afternoon and the other, a meeting called pursuant to Section 29 of the General Corporation Law of the State of New York to be held at 2:45 o'clock in the afternoon, as recorded in the minutes of said meetings; and transacting such other business as may properly come before the meeting.

Dated, New York City, June 16, 1924.

By order of the President.

WILL H. HAYS,
President.

COURTLAND SMITH,
Secretary.

Mary Pickford | Charlie Chaplin | Douglas Fairbanks | D. W. Griffith

United Artists Corporation
The Eastern Headquarters
MEI KAI BUILDING
KOBE

Telephone: Sannomiya 1196

Office of General Manager

KOBE, June 15th 1924.

Messrs. Danshaf, Pembleton & Littick,
130 West 42nd Street,
NEW YORK.

Gentlemen,

Intolerance. We received about two months ago your letter (without date asking us to take delivery of the old prints of this film and want to inform you, that up to the present we have not received any prints of same.

We will advise you as soon as we receive any print of "Intolerance".

Yours very truly,

D. Wayne Nelson

BANGHAM PENNELETON & LITTLE
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 EAST 42ND STREET
NEW YORK

ALBERT D. T. BANGHAM
JOHN A. PENNELETON
H. BLAIR LITTLE

TELEPHONE
GATEWAY 7000
CABLE ADDRESS
"BANGHAM"

June 17th 1924.

Mr. J.G.Epping,
Treas., D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Epping:

I enclose copy of letter received from Mr.Prince under date of June 16th.

Will you kindly make every effort to have the check in question returned to Mr. Prince at your earliest opportunity, and oblige

Very truly yours,

Albert D. T. Bangham

R/GDM

Enc.

LAW OFFICES
Nowembaer & Jaffe

CHARLES NOWEMBAER
DAVID JAFFE

TELEPHONE [illegible] CORTLANDT

100 BROADWAY
NEW YORK

June 13th, 1924.

Mr. Albert H. T. Bamahaf,
130 West 42nd Street,
New York City.

IN RE: SALE GRIFFITH PROPERTY.

Dear Sir:

In accordance with our conversation of this afternoon, I submit for your approval the enclosed clause relating to personal property.

Thanking you for your co-operation, we are

Very truly yours,

Nowembaer & Jaffe

NN/S
Enclosure.

This sale includes all personal property, machinery and fixtures appurtenant to or used in the operation of said premises, all of which are represented to be owned by the seller, except such material, personal property, machinery and trade fixtures as are not affixed permanently to the realty and are used by the seller in the conduct of its moving picture business on the premises which latter may be removed from the premises by the seller.

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June 18th 1934.

Mr. G. J. Reid,
5 East 44th Street,
New York City.

In re: Doctors Service Corporation
vs. D.W.Griffith Incorporated

Dear Mr. Reid:

In reply to your favor of the 16th inst. I think it would be the height of folly for the Insurance Company to go to trial in this matter since the plaintiff would be bound to receive a judgment for, if not the fully amount, at least two-thirds thereof which would carry the costs and other expenses which the company would have in appearing for trial.

If you do not hear from me to the contrary by tomorrow at 1 o'clock, I would suggest that you have the Insurance Company settle the case on the best possible circumstances and bill us for fifty percent thereof.

Very truly yours,

AHTB:MD

June 18th 1934.

Mr. Albert L. Grey, Vice-President,
D.W.Griffith Incorporated,
1476 Broadway,
New York City

In re: Doctors Service Corp. vs.
D.W.Griffith Incorporated

Dear Mr. Grey:

I am enclosing herewith a letter received from Mr. Reid relative to the above entitled matter which letter speaks for itself. I am also enclosing a copy of the attorney's letter to the Griffith Company which was written before the action was brought.

At the time this action was brought, I took this matter up with Mr. Godwin and he told me that he had retained Dr Caro to take care of the matters for the Griffith Company and that it was a matter for the Insurance Company to pay. I took the matter up with Mr. Reid relative to the Insurance Company's liability and they disclaim any liability for the reason that they could get doctors for less sums than that charged by Dr. Caro but that the Insurance Company, in order to keep the good will of the Griffith Company, have offered to pay one-half of the claim sued for by the Doctor. I had on previous conversations with Reid over the 'phone, told him that it would be all right for the Insurance Company to settle this case for $700. if they were able to do so and that we would pay one-half thereof. The Insurance Company's lawyers tried to do so but the Doctor's attorney insists upon the full amount, viz. $850.

I believe this case should be settled since the Insurance Company has agreed to pay one-half of either the full amount or the amount they can settle for and I have written to Reid telling him to authorize the Insurance Company to settle, the Insurance Company to pay the claim and bill us for fifty percent thereof.

We should settle this case rather than try the same for the simple reason that the Doctor would be entitled to receive at least $50. a day while at Somers, if not $100., and if the case went to trialit is quite likely that he would get an allowance of $100. a day since the trip to Somers took him away from his office. Godwin had no agreement with him in writing and it would be purely a question of varacity between the Doctor and Godwin, as to what his compensation was to be and if no fixed amount was agreed upon the Doctor would be entitled to receive a reasonable value for his services which would be a matter for the jury to decide after hearing expert testimony,

which would necessitate the hiring of other doctors to testify as to whether a physicians services are worth $100. a day, or not, while away from his place of business. It is quite likely you would have to pay such other doctors from $25. to $50. a day for appearing in Court. By the time you got through paying the expenses of the witnesses with the knowledge that the Doctor would be able to recover at least two-thirds of the amount sued for, which would carry Court costs of the trial, it would be the height of folly not to pay the claim in full if need be under the circumstances before the case goes to trial.

However, if you believe that I should notify Reid not to have the Insurance Company pay the claim, please call me up tomorrow morning so that I can give him other instructions. Otherwise, he will authorize the Insurance Company's lawyer to settle on the basis aforesaid.

Will you kindly return to me the enclosed letters after you have read them?

Very truly yours,

AHTB:MD

TREASURY DEPARTMENT
BUREAU OF INTERNAL REVENUE
FORM 709 (REVISED MARCH 1924)

NOTICE AND DEMAND FOR SALES TAX

ORIGINAL

Proceed at once with the payment of the taxes specified and interest stated on this notice. If the taxes specified are not paid when due, it will be my duty to collect them with costs, by seizure and sale of property.

Date 6/15/24

To avoid seizure and sale of property the amount stated on this notice must be paid to Collector of Internal Revenue at 250 W. 57th St. NYC *within ten days from date stated above.*

TO THE COLLECTOR OF INTERNAL REVENUE:
Attached herewith (endorsed covering tax, penalties, and interest (detailed below):

Tax	$
Penalty 25%	$
Penalty 5%	$
Interest ..... Months Assessed	$
Interest ..... Months Additional	$
Total	$

(Signature of Taxpayer)

COLLECTOR'S "PAID" STAMP

NAME AND ADDRESS	ITEMS	PAID	ASSESSMENT	DESCRIPTION	
G W GRIFFITH INCORP	6479 42			TAX	
1476 BROADWAY	323 96			5% PENALTY	1-6
NEW YORK, NY	2449 17		9252 42	INT	
				APRIL 1924-TAPA	

APR 1920-SEPT 1921 TAX

RETURN THIS FORM WITH REMITTANCE

Apr, Supp'l, 1924, F-G-L-1.

1980	Gas	Oil	Int
Sept	498.40	24.92	219.79
Oct	498.40	24.92	214.64
Nov	498.40	24.92	208.22
Dec	498.41	24.92	196.87
1981			
Jan	498.41	24.92	176.87
Feb	498.41	24.92	198.42
Mar	498.41	24.92	188.40
Apr	498.41	24.92	183.17
May	498.41	24.92	177.92
June	498.41	24.92	172.70
July	498.41	24.92	167.47
Aug	498.41	24.92	162.22
Sept	498.41	24.92	157.00
	6479.20	323.96	2449.17

June 19th 1934.

Mr. L. Ward Prince,

White Plains, New York.

My dear Mr. Prince:

I have your letter of the 16th inst. and note the contents thereof. Mr. Epping, the Treasurer of the Griffith Corporation, has stated that he has mislaid your check. However, I have again written him asking him to make every effort to locate the same and forward it to you as soon as possible. You may use this letter as evidence that you will not be held liable upon said check if the same cannot be found.

Regretting the inconvenience caused you in this matter and assuring you that if this check is found it will be returned to you, I remain

Very truly yours,

R/GDM

Telephone Murray Hill [illegible]

Cable Address [illegible], New York

117

CASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

June 29, 1934

Mr. A. H. F. Bamhaf,
130 West 42nd Street,
New York City.

Acct of Settlement of $ 487.50 under M. L. Schaffer Atty

Dear Mr. Bamhaf:

Re: Dreters Service Corporation vs D.V.Griffith,Inc.

Acknowledging receipt of your letter of the 18th inst., we have instructed the Insurance Company to proceed with the settlement - which we believe will be about $940. Whether we can get the Insurance Company to stand half of this amount, we do not know, as the amount which they figured was attributable to compensation claims was $350. However, we shall prevail upon them to the best of our ability.

Very truly yours,

CASCOIGNE, REID AND COMPANY, INC.

By C. J. Reid
Vice President

C.J.R:L

Mail to
M. A. Earl.
110 William Street

971

United Artists Corporation
729 Seventh Avenue
New York

June 29th,
1924

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
West 42nd Street,
New York City

Dear Mr. Banshaf:

Herewith please find copy of letter which we have to-day written the Central Union Trust Co.

Yours truly,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

Encl
WSH G

(C O P Y)

June 20th, 1924

Central Union Trust Co.,
60 Broadway,
New York City

Gentlemen:

In accordance with your request, below we give you a statement showing results obtained on D. W. Griffith's "America":

	SALES	CASH COLLECTIONS
W/E May 24th, 1924	$25,250.00	$ 7,125.00
" " 31st "	5,450.00	2,000.00
" June 7th "	90,160.00	12,752.50 #
" " 14th "	113,425.00	44,451.25 #
	$234,285.00	$66,328.75

Approximate

Yours truly,

UNITED ARTISTS CORPORATION

(Signed) F. A. Beach

Comptroller

PHONE: GERRARD 1754

D.W.Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMM. AS DATED TO WALTER GIFFORD ROOM 23 VICTORY HOUSE LEICESTER SQ. LONDON

Twentieth Day of June --
Nineteen Hundred and Twenty Four.

Albert L.Grey, Esq.,
303, Longacre Building,
New York City.

Dear Mr.Grey,

I am enclosing herewith copy of the assignment which has been sent to me by Mr.Dakers. You will notice that I have got him to allow a full month from the date June 20th for payment to be made although according to his letter concerning the sale called for payment on June 24th. I am sending you this copy of assignment, and will cable you when I am in possession of Major Moss's signed copy.

Mr.Dakers is very sorry that he has not been able to get the signed assignment ready for this mail.

With kindest regards.

Yours sincerely,

Walter Gifford

D.W.Griffith Esq.,
D.W.Griffith Incorporated
New York City,
U.S.A.

IN CONSIDERATION OF THE SUM OF Four Thousand Five Hundred Dollars ($4500) paid by you to me through my representative Andrew H.Dekers of 4 and 5 Adam Street, Adelphi, London W.C.2. England within one calendar month of the day hereof whose formal receipt shall be a full and sufficient discharge and acknowledgement of the payment of the Four Thousand Five Hundred Dollars ($4500) which sum shall be the full and entire consideration for the assignment made and without which payment and formal receipt this assignment shall not be valid I GEOFFREY MOSS of Ford Place, Arundel, England HEREBY ASSIGN to you the sole and exclusive right throughout the world and for the full term of copyright in such work to make take duplicate sell lease and cause or license to be exhibited moving picture films based upon the story written by me entitled

"ISN'T LIFE WONDERFUL"

I WARRANT that I have the right to make this assignment and that I have not previously made any act or license or any assignment covering the moving picture or film rights of or in the said story.

THIS ASSIGNMENT does not convey any other rights than those specifically set forth herein but gives you first offer of the dramatic rights of the said story and gives you the right to make such additions and alterations as you desire to the story provided only that the characters flavour and effect of the story are not changed.

THIS ASSIGNMENT further grants to you the exclusive option of purchasing not later than September 30th 1924 on terms to be agreed the world film rights of the other stories in the volume entitled "Defeat" namely "Lotchen of the Nacht Lokal", "The Souvenir", "The Wrong Receipt", "Moi, je suis francais," and "Defeat".

YOU ARE REQUIRED as a condition of this assignment to include as a part of each copy of the film based upon the said story a notice such as shall distinguish between the name of the author of the story and the writer of the scenario of the film and to exhibit in conspicuous type at the beginning of the film and on all paid advertising matter issued in connection therewith my name in full as the author of the story.

IN WITNESS WHEREOF I HAVE SET
MY HAND THIS 20th DAY OF JUNE
1924.

Advertising and synopsis publishing rights?

June 30th 1924.

D.W.Griffith, Inc.

Mamaroneck, N.Y. Att. Miss Campbell.

Dear Miss Campbell:

The enclosed is a letter which Mr. Godwin evidently wrote to the Ruby Camera Exchange relative to their claim for rental of camera.

Will you kindly look in your files and send me the letter which Mr. Godwin referred to and any other correspondence you may have relative to this matter.

Very truly yours,

Secretary

AHTB:MD

United Artists Corporation
729 Seventh Avenue
New York

June 21, 1924.

In reply please
refer to 6/21/24 R

D. W. Griffith, Inc.,
Room 1107 Longacre Bldg.,
New York City.

Gentlemen:-

Herewith is check from the Allied Artists Corporation Limited, London, in the amount of £180.19. 5., details of which are as follows:-

70% of Collections Less Charges W/E June 6, 1924.

DREAM STREET.....£ 10.10. 0.
WAY DOWN EAST..... 170. 9. 5.

Yours truly,

UNITED ARTISTS CORPORATION

F. A. Beach

Comptroller
F. A. Beach

Encl.
R:AP

74

Albert L. Clowy
GENERAL MANAGER

D. W. GRIFFITH Inc.

303 Longacre Bldg.
New York City

June 21, 1924.

Dear Mr. Bunshaf:

Following is an extract from a letter of Mr. Manning's, dated June 13th, from London:

"Film Booking Office have delivered to me seven prints of Intolerance, which I am having checked, and expect to be able to look at the condition of them next week, when I will advise you about same. The eighth print is in Ireland and is being left there until after August 1st, at which time the duty on films coming into England is to be lifted."

Very truly yours,

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANGHAF, Secretary
J. S. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

June 21st 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative.
One Exciting Night		1027		
Way Down East		2030		
Birth of a Nation		7013		
Orphans of the Storm		160		
Dream Street		969		
Love Flower		130		
America		12726		
	0	24055	0	0

Positive stock used

Eastman 24055

Negative stock used

none

Motion Pictures as an Antidote to Radicalism

D. W. Griffith, Propagandist of Americanism—Opening a New Field to the Film Industry—The Constructive Value of Historically Accurate Motion Pictures—Reviewing a Notable Cinema Season.

By H. Z. TORRES

This is the season in which commentators on the theatre review with varying degrees of enthusiasm or censure the output of the months that have passed.

While dramatic reporters are recounting the successes of the drama, it may not be amiss to give a thought to the motion picture season now waning.

This has been a triumphant year for the motion picture, a year of remarkable achievement and of general excellence. The standards have been high and the film industry has won increased respect.

Of all the motion pictures, from "The Covered Wagon" to "Rosita" and "The Thief of Bagdad" we unhesitatingly nominate for first place D. W. Griffith's "America."

Many reasons influence our choice, the most potent of which is that Griffith's "America" is the most far-reaching in its influence, the greatest power for good and useful service that has ever emanated from the motion picture industry.

A National Need

As the leaders of the Democratic Party convene in New York this week, and as national issues are paramount in the public mind, the thinking element of the population pauses in its personal pursuits to consider the needs of the nation.

The business man, taking stock of the country, enumerating its glories, its spiritual and temporal wealth, its growth and its power, cannot remain oblivious to the unpleasant fact that a pestiferous microbe, its ravages unchecked is gradually impairing the health of society. Radicalism is gnawing at the very foundation of American institutions.

Recognizing the seriousness of the situation, public-spirited citizens are looking for a remedy.

There is but one antidote to ignorance, and that is knowledge.

Ignorance is the culture in which the germs of radicalism propagate. The quickest method of defeating the enemies of Americanism, who prey upon the society which shelters them, is an equally diligent campaign of a constructive nature.

The greatest propagandist is the motion picture. It is impossible to overestimate the service of the motion picture to the cause of patriotism.

First Historical Film

Many years ago David Wark Griffith stirred the country with his "Birth of the Nation." This was the first "superfilm." Nor has it ever been excelled. No famous European director has demonstrated that his technique is equal to that of the modest American who, without ostentation, raised motion pictures to the realm of art.

But it was something more than the magnitude, the beauty and the skill of the production which made "The Birth of a Nation" an epochal event. It was not the lyric beauty of field and flower; the glamour of tree and sky which Griffith like a Corot can bring to his picture; it was not the throbbing vitality, the co-ordination and the infinite

Drama, Music, S

The New Plays

Convention week finds New York theatres aflutter with hospitality. Five new productions will arrive this week, while midnight performances for visiting editors and delegates lend a carnival aspect to Broadway.

Notwithstanding the warm weather, those theatres which are open have a holiday air, and visitors in search of entertainment can find theatrical fare for every taste.

The Associated Players will present "Her Way Out," a new drama by Edwin Milton Royle, as its first offering, at the Gaiety Theatre tonight. The new play is in four acts, and will be presented by a cast of unusual merit, including Beatrice Terry, Edward Arnold, Josephine Royle, Parnel Pratt, Daisy Atherton, Henry Mortimer, Maude Durand, Grace Perkins, Frederick Burton, Edward Durand, Rudolph Cameron, Stanley Ridges, Jay Wilson, Hobart Cavanaugh and Fred Manatt.

"Her Way Out" has been staged by Walter Wilson, and will be presented with a production built especially for this play. Matinees will be given on Wednesdays and Saturdays, and the performance on the opening night will begin at 8.30 o'clock.

"The Blue Bandana," a melodramatic comedy by Hubert Osborne, in which Sidney Blackmer is the featured player, will open at the Vanderbilt Theatre this evening. The play is presented under the management of Charles L. Wagner. Vivienne Osborne, who plays the leading woman's role, appeared earlier this season with Blackmer in "Scaramouche," and season before last she played with him in "The Love Child." "The Blue Bandana" has been staged under the direction of Clifforde Brooke. The cast includes, in addition to Mr. Blackmer and Miss Osborne, the following well known players: Charles Hammond, Charles Kennedy, Roy Walling, Gustave Rolland, Ray Collins, John Ray and Kenneth Lawton.

Florenz Ziegfeld will offer for the first time at the New Amsterdam Theatre tomorrow night the Ziegfeld Follies of 1924, the 19th production of the series which has made his name famous throughout the world as the producer who has glorified the American girl.

The new Ziegfeld Follies has been planned especially for the National Democratic Convention and for the edification of the thousands of visitors attracted to New York. The new Follies has been staged by Julian Mitchell; the book has been written by William Anthony McGuire, with additional scenes by Gene Buck; the lyrics are by Gene Buck and Joseph McCarthy; and the music is by Harry Tierney, Dave

upon Paris, also has some new dancing thrills saved up for the midnight doings Tuesday. The other outstanding features of Convention Week will all appear, including the stirring comedy circus spectacle of Bostock's Riding School in "How Circus Riders Are

JOSEPHINE ROYLE
in "HER WAY OUT"
Gaiety Theatre

Made," the enlivening "Cheyenne Days" with riders, ropers, bucking broncos, and wild steer from Wyoming; the Sutcliffe Family in their dancing-acrobatic revelries of Scotland, Abe Lyman and his sensational California orchestra, Pietro, the Paderewski of the accordion and all of the other numbers.

Arrangements have been made to care for the regiment of visiting newspaper correspondents, and "The Biggest Theatre" will also be the coolest, for the artificial cooling system from the Hippodrome ice-making plant will enable the management to keep the atmosphere ventilated and at any desired temperature.

Gallagher and Shean at the Hippodrome

The new bill at B. F. Keith's Hippodrome for Democratic Convention week will include Gallagher and Shean in a special engagement for one week only; the farewell and final

SELWYN AN
INTERNAT

Foreign Stars
in "Ru
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Arch Selwyn has
four months' stay in
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called "The
will bring to Americ
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Swiss clown; Patouch
putiana; Jean Nash,
dressed woman in th

LUCILLE LE
in "INNOCENT
Winter Ga

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of that country to writ

[illegible] and its [illegible] [illegible] [illegible]

TELEPHONE BRYANT 9221

RUBY CAMERA EXCHANGE

IRVING B. RUBINSTEIN, Mgr.

727 SEVENTH AVENUE

NEW YORK CITY

EQUIPPED TO MAKE MOTION PICTURES OF ANYTHING - ANYTIME ANYWHERE

CINEMACHER CAMERAS STILL CAMERAS AND LIGHTING EQUIPMENT FURNISHED ON SHORT NOTICE

BOUGHT SOLD OR EXCHANGED CAMERAS LIGHTS AND PROJECTORS

COMMERCIAL AND INDUSTRIAL CONTRACTS CAREFULLY EXECUTED

June 23rd, 1924

Att. Messrs Littick & Banshaf
Banshaf, Pembleton & Littick
150 West 48nd Street,
New York City.

Re Farrar vs Griffith

Gentlemen:-

Yours of the 16th addressed to S.V. & G.P. Heimberger was referred to me. I am the party who rented the camera to D. W. Griffith Inc- through Mr. Ferrar and for that reason I am anxious that this case be settled out of court.

I spoke to Mr. Banshaf and explained to him our end of the case. He stated that if I could show him a letter from the Griffith company verifying my statement to him, he(Mr. Banshaf) would bring this matter to a quick end. On Saturday I showed the letter to Mr. Banshaf and I promised that I would wait until I hear from him, and I further promised that I would not file the papers in court until he advised me that there is no chance to settle this matter any other way.

I will therefore appreciate it very much if you will give this matter your immediate attention. Inclosed herewith is a copy of verification of order signed by Mr. Chas T. Godwin.

Very truly yours,

Irving B. Rubinstein

IBR/R

74

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 23rd 1924.

Miss G.M.Conway,
c/o D.W.Griffith Incorporated,
1476 Broadway,
New York City.

Dear Miss Conway:

Referring to your favor of the 21st inst. with reference to return of seven prints of "INTOLERANCE" by the Film Booking Office, I believe it would be advisable to have Mr. Manning have these prints delivered to the ALLIED ARTISTS office in London, if he has not already done so. At a later date and after the prints have been checked and inspected we can advise Mr. Manning to further dispose of the same.

Very truly yours,

R/GDM

Alex Bergfeld

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words), this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1450 BROADWAY
PENna 6540-3

The filing time as shown in the date line on full-rate telegrams and day letters, and the delivery time as shown on all messages, is STANDARD TIME.

Received at
SCT 116 N 1 68

1934 JUL 24 AM 3 42

LOSANGELES C ALIF 23

97

ALBERT L GREY

ROOM 303 LONGACRE BLDG BROADWAY AT 48 ST NEWYORKCITY NY

MONDAY MATINEE ONE NINETY NIGHT FOUR HUNDRED EIGHT CORRECTED GROSS

LAST WEEK FIFTY EIGHT TWENTY FIVE STOP HERALD HAS REFUSED FORUM

ADVERTISING FOR NONPAYMENT OF BILLS AND TIMES ACCEPTS ONLY TWO INCHES

DAILY STOP VARIOUS CREDITORS THREATEN ATTACHMENTS AND I FEEL THAT

FORECLOSURE OR OTHER IMPORTANT MOVE IMPENDS STOP HUSSEY AGAIN

MASQUERADING AS MANAGER WITH JOHNSON CONNECTED ONLY AS ORGANIST

STOP HAVE RECEIVED NEW PRINT AND SCORE STOP

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SC 3 SHEET 2 '48 1924 JUN 24 AM 3 45

WRIGHT SAYS WE ARE WITHIN CONTRACT IN HAVING IT USED BUT UNLESS YOU ARE ESPECIALLY ANXIOUS AND ADVISE ACCORDINGLY WOULD SUGGEST HOLDING OFF UNTIL PRESENT TENSE SITUATION CLEARS STOP AM KEEPING WRIGHT FULLY INFORMED STOP HE COUNSELS CONTINUING UNDER SUPPLEMENTAL CONTRACT THOUGH ADVERTISING SITUATION IS TECHNICAL BREACH REGARDS

TOM KANE.

/17

June 24th 1924.

Mr. Irving S. Rubenstein,
Ruby Camera Exchange,
727 Seventh Avenue,
New York City.

In re: Farrar vs. Griffith

Dear Mr. Rubenstein:

In reply to your letter of the 23rd, Mr. Banshaf requested me to advise you that we are writing to the Studio at Mamaroneck for the original correspondence referred to in your letter, that is your letter of October 18, 1923, addressed to Mr. Sartov and replied to by Mr. Godwin and Mr. Godwin's letter, copy of which you enclosed with yours.

As soon as this correspondence is received, Mr. Banshaf expects to be in a position to adjust the matter in an amicable way.

Very truly yours,

HCI:MD

117

June 24th 1924.

Mr. J.G.Epping,
Treasurer, D.W.Griffith Inc.,
1476 Broadway,
New York City.

Re: Doctors Service Corps vs.
D.W.Griffith Inc.,

Dear Mr. Epping:

I am enclosing copy of letter under date of June 20th received from Mr. Reid in the above matter.

In connection with this I refer you to letter under date of June 18th which I wrote to Mr. Grey recommending that the case be settled by the Griffith Company paying half the amount due. Since the Insurance Company refuses to advance the entire sum which would include the half to be born by the Griffith Company, will you kindly have a check made out to the order of Doctors Service Corps and/or Morris P. Schaffer, attorney, and send me the same so that I may forward it to the Insurance Company's attorney and this matter closed. This should be done at the earliest moment so that the plaintiffs do not push the case for trial which would only involve additional unnecessary cost. Check for our half should be in the amount of $407.50.

Very truly yours,

R/GDM

Telephone Murray Hill 7915 & 7 8 Cable Address GASREID New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

117

June 24, 1924

Mr. A. H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

The Insurance Company has succeeded in settling claim of Doctors Service Corporation and/or Morris T. Schaffer, Attorney, for $815. on behalf of Dr. Caro.

The Insurance Company has agreed to stand for half of this amount and they are holding up their own check until they receive check from Griffith for their half, or $407.50. We wonder whether you can arrange to have Griffith's check submitted at an early date.

Very truly yours,

GASCOIGNE, REID AND COMPANY, INC.

By [signature] Vice President

CJR:L

NEW YORK COMMERCIAL

OFFICE OF
THE PRESIDENT

June 24, 1924

Mr. D. W. Griffith

1476 Broadway

New York City

Dear Mr. Griffith:

Doubtless you have seen the enclosed article by Mrs. Torres in our Monday paper.

I want to congratulate you on the splendid work you are doing for Americanism. This is just the kind of work I am trying to do here on the Commercial. There certainly is a big opportunity at the present time, as well as need, for such patriotic service.

I know that our thoughts must run along very similar lines, and I hope to have the opportunity of meeting you personally in the near future and telling you something of my plans and ideals.

The movies and the press can render a tremendous service, and it is mighty encouraging to see a man like yourself doing this kind of work in a high-minded, unselfish and patriotic way. I sincerely hope that the returns are commensurate with your efforts. I know that you do not care for the money as such, but it does give you the sinews of war to carry on and achieve your ideals of service not only to your own industry but to the country.

With kindest regards, I am

Sincerely,

Russell R. Whitman

President

Russell R Whitman/s
Enclosure

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 119

RECEIVED AT 64 BROAD STREET, NEW YORK, AT ____ M. DATE ____ 192__

b1142

CX161 RDO SW

SS MAJESTIC GFWV VIA RCA NEWYORK 33

D W GRIFFITH

ASTOR HOTEL NEWYORK

ORDERED BY PHYSICIANS TO TAKE OCEAN VOYAGE IMMEDIATELY OWING TO MY NERVOUS CONDITION REGRET THIS MORE THAN WORDS CAN TELL WILL SEE YOU ON MY RETURN

JOLSON

TELEPHONE: BROAD 5100

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

MEMBER FEDERAL RESERVE SYSTEM

971

GEORGE M. REVERSON, PRESIDENT
VICE PRESIDENTS
THOMAS D. SMITH F. LIBERT
J. V. BALLEN H. S. BARNES
J. S. THATCHER E. S. WHITE
F. J. FULLER R. A. HUNTON
ROGER SHUTTLEWORTH
G. FERGUSON, VICE PRES. & SECY.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

60 BROADWAY
NEW YORK

June 25th, 1924.

Mr. Griffith

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

You are required to pay over to us immediately upon receipt thereof by you, all monies which become due and owing to you on account of the exhibition, distribution and publication of the photoplays

"America"
"Way Down East"
"One Exciting Night"
"Orphans of the Storm"
"White Rose"
"Dream Street"

You are also required to deliver to us weekly statements of each and all expenditures contemplated to be made by you at least one week in advance of any such expenditures.

Very truly yours,

H. M. Myrick
per H.G.
Treasurer.

DCM/LH
Banking.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

NEW YORK June 25, 1924

Mr. J. G. Epping, Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:-

We are enclosing a copy of letter which we have addressed to the Treasury Department relative to the 1924 capital stock tax return in reply to the Department's letter of June 7th.

We shall advise you as to the further steps which we may take in this matter and in the meanwhile we shall be obliged if you will execute and return to us two copies of the enclosed power of attorney, which will enable Mr. Goodell to take this matter up with the Treasury Department.

Yours very truly,

Enclosures-
Copy of letter
Power of attorney

COPY

June 25, 1924

RBG/AS

Commissioner of Internal Revenue,
Treasury Department,
Washington, D. C.

Dear Sir:- D. W. GRIFFITH, INC.
METRO-G.M.N. 5899 NNM

Your letter of June 7th relative to the capital stock tax return of D. W. Griffith, Inc. for the period ending June 30th, 1924 has been referred to us for reply.

We note that you have adopted Exhibit A as the basis of assessment upon the not unreasonable assumption that the net worth of the assets as set forth in the "fair value" column represents actual fair value. You will observe however that the inventory of the company is shown at $1,498,130.84 which is the book value. This amount is, we believe, subject to a material reduction and we shall be obliged if you will defer listing the proposed assessment until we have had an opportunity to present further information through Mr. Goodell of our staff.

Yours very truly,

(SIGNED) PRICE, WATERHOUSE & CO.

Know All Men By These Presents:

THAT D. W. GRIFFITH INCORPORATED, a corporation duly organized and existing under the laws of the State of with its principal office at has made, constituted and appointed and by these presents does hereby make, constitute and appoint R. B. GOODELL of Messrs. Price, Waterhouse & Co., resident of the CITY OF NEW YORK, NEW YORK its true and lawful attorney in fact, for it and in its name, place and stead to appear before the Bureau of Internal Revenue of the Treasury Department of the Government of the United States and to represent it in all matters pertaining to the Federal tax returns filed by it; to have access to and examine all documents and data in the possession of the Treasury Department with respect to its liability for income and profits taxes and other Federal taxes under any statutes of the United States imposing such taxes and to secure from the Treasury Department such information relative thereto that may be necessary in order to determine its liability for all Federal taxes.

Giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises, as fully to all intents and purposes as it might or could do for itself with full power of substitution and revocation, hereby ratifying and confirming all that its said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness Whereof, the duly authorized officers of the corporation have caused these presents to be subscribed by its and , attested by its secretary, and its corporate name and seal to be hereunto affixed, this day of

_____

_____

Attested by _____
Secretary

Subscribed in the presence of

_____
Witness

_____
Witness

STATE OF
COUNTY OF } ss.:

On the day of , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in , that he is of , the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the duly authorized officers of said corporation, and that he signed his name hereto with such authority.

Notary Public in and for
the County of
State of

STATE OF
COUNTY OF } ss.:

On the day of , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in , that he is of , the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the duly authorized officers of said corporation, and that he signed his name hereto with such authority.

Notary Public in and for
the County of
State of

POWER OF ATTORNEY

TO

RAYMOND B. GOODELL

FROM

D. W. GRIFFITH INCORPORATED

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlr
Night Message	Nmt
Night Letter	N L

If none of these three symbols appears after the text it is a telegram. Otherwise its character is indicated by the symbol appearing after the text.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1.214

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlr
Night Message	Nmt
Night Letter	N L

If none of these three symbols appears after the text it is a telegram. Otherwise its character is indicated by the symbol appearing after the text.

RECEIVED AT 1450 BROADWAY, NEW YORK "LWAY"

A414N AB 19

TA WASHINGTON DC 214P JUN 24 1924

D W GRIFFITH INC 679

1476 BROADWAY NEWYORK NY

WILL ATTEND MEETING TOMORROW CHANGE ADDRESS TO METROPOLITAN CLUB HERE

LEE DENGIST

249P

#132

Mr Bamford

POSTAL TELEGRAPH — COMMERCIAL CABLES

TELEGRAM

SEND the following telegram, subject to the terms on back hereof, which are hereby agreed to

Day Letter

June 26 1934

LOYD WRIGHT
GUTHRIE BUILDING
LOS ANGELES CALIFORNIA

REPLYING YOUR LETTER NINTH WEEKLY PAYMENTS AND GUARANTEED GROSS SATISFACTORY STOP EXTENSION OF RUN SATISFACTORY PROVIDED GUARANTEE PAYMENTS ARE MADE WEEKLY STOP AFTER RUN WILL CONSENT PAYMENT BALANCE GUARANTEE AT RATE THREE THOUSAND WEEKLY IN CASE OF DEFAULT ENTIRE BALANCE BECOMES DUE IMMEDIATELY STOP YOUR CONTRACT LINE FOUR FROM BOTTOM PAGE TWO SHOULD NOT SECOND PARTY HAS PAID BY FIRST PARTY STOP TRY FOR PAYMENTS THREE THOUSAND BUT TAKE NO LESS THAN PAYMENTS PER YOUR LETTER REGARDS

BANZHAF

OFFICIAL ORGAN OF THE PROVINCE OF ILLINOIS

The New World

PUBLISHED BY THE CATHOLIC PRESS CO. (INCORPORATED)

326 SOUTH MICHIGAN AVE.
1447 McCORMICK BLDG.

TELEPHONE WABASH 9488

CHICAGO, June 27, 1924.

Copy/

D. W. Griffith, Incorporated,
Orienta Point,
Mamaroneck, New York.

Gentlemen:-

We thank you for your check dated June 23, #6322 for $99.50. There remains a balance on the account of $131.00 which is comprised of two items for May advertising for the picture "America" at the Auditorium Theatre, Chicago. A detailed invoice and a statement are enclosed.

Bills for these items were rendered and we understood from Mr. Ashcraft that all the invoices had been forwarded for payment.

We would be pleased to have you pass the items of $131.00 for payment as soon as convenience will permit.

Very truly yours,

THE NEW WORLD.

Manager.

Encl.
JJB:CR

COLLEGE OF WILLIAM AND MARY
FOUNDED IN 1693
WILLIAMSBURG, VIRGINIA

DEPARTMENT OF SACRED LITERATURE
AND SOCIAL ETHICS
REV. W. A. R. GOODWIN, D. D.

June
27th
1934

Mr. D. W. Griffith
Orienta Point
Mamaroneck, New York

My dear Mr. Griffith:

Your letter of June 25th has been received. It will give me pleasure to convey to Dr. Chandler the message which you send.

On Sunday, May 11th, while I was in Rye, New York, preaching at Christ Episcopal Church, I called you up twice on the phone but failed to get any answer from your studio, which I supposed was closed, as all good preacher's studios should be on that day.

I had hoped if I had found that you were available to run over to see you. I hope to have better luck next time.

With all good wishes and sincere regards, I remain,

Faithfully yours,

W A R Goodwin

WARG:H

At a Special Meeting of the Board of Directors of D.W.GRIFFITH INCORPORATED held at the office of the Corporation, 1470 Broadway, New York, N.Y., on the 27th day of June, 1924, at 11:30 o'clock in the forenoon.

P R E S E N T : Messrs. DAVID W. GRIFFITH
ALBERT H.F. BANZHAF
J. W. ARTING
and
ALBERT L. GRAY
LEE BANOIST

constituting all the members of the Board of Directors.

The President called the meeting to order.

The Secretary then stated that the meeting had been called pursuant to notice sent to all the directos, copy of which notice was, upon motion duly made, seconded and carried, ordered spread upon the minutes of the meeting.

Upon motion duly made, seconded and carried the reading of the minutes of the last meeting of the Board of Directors was duly waived.

Mr. Banzhaf then stated that the Corporation had entered into a contract with Famous Players Lasky Corporation and Mr. Griffith the substance of which contract Mr. Banzhaf outline to all the members present.

Upon motion duly made, seconded and carried, the action of the officers in entering into the aforesaid contract with Famous Players Lasky Corporation and Mr. Griffith, which contract, dated the 10th day of June, 1924, was submitted to the meeting and was in all respects ratified, confirmed and approved.

Mr. Banzhaf then stated that he had entered into negotiations through the Famous Players-Lasky Corporation with the Empire Trust Co. of New York for a loan to be made to this Corporation pursuant to the agreement aforesaid between this Corporation, Mr. Griffith and Famous Players-Lasky Corporation.

Whereupon, upon motion duly made, seconded and carried, it was

RESOLVED, I. That D. Y. GRIFFITH, as President, or ALBERT L. GREY, as Vice-President, or J. G. SELLING as Treasurer, or R. B. AUSTIN, as Assistant Treasurer, or ALBERT E. L. BARZHAF as Secretary of this Corporation be and they hereby are authorized to borrow from time to time on behalf of this Corporation from the EMPIRE TRUST CO. OF NEW YORK, such sums of money not to exceed in the aggregate outstanding at one time the sum of Two hundred Fifty thousand ($250,000) Dollars for such period of time and upon such terms and of amounts as may to them in their discretion seem advisable, and to execute notes or agreements in the form required by said Trust Company in the name of the said Corporation for the payment of any sums so borrowed.

II. That any of the said officers are hereby authorized to pledge any of the bonds, stock or other securities, bills receivable or other property of the Corporation for the purpose of securing any moneys so borrowed.

III. That any of the said officers are hereby authorized to discount with the said Empire Trust Co. of New York, any bills receivable held by this Corporation upon such terms as they may deem proper. That the foregoing powers and authority will continue until written notice of revocation has been given to said Empire Trust Co. of New York.

IV. That any of the said officers be and they hereby are authorized to sign the name of this Corporation and perform all acts necess ry to effect the transfer from time to time of stocks or registered bonds standing in the name of this Corporation as required in the ordinary course of business and to issue the necessary powers for the same.

Mr. Grey then stated that Mr. C.T.GODWIN had presented to him his resignation as Assitant Treasurer of this Corporation.

Upon motion duly made, seconded and carried, Mr. R.B.AUSTIN was duly appointed Assistant Treasurer of this Corporation to take effect immediately and to continue until further action of the Executive Committee or the Board of Directors of this Corporation.

Upon motion duly made, seconded and carried, it was unanimously

RESOLVED, that Mr. R.B. AUSTIN, Assistant Treasurer of this Corporation be and he hereby is authorized and empowered to sign any and all checks drafts or orders for the withdrawal of the Corporation's funds that may now be or hereafter be deposited in the name of the Corporation with any bank or banks until further ordered.

BE IT FURTHER RESOLVED, that the Secretary of this Corporation be and he hereby is authorized and directed to deliver to such banks a certified copy of the foregoing resolutions and to furnish said Banks with such other information as may be desired by them in connection with the withdrawals by checks signed by said R. B. AUSTIN, as Assistant Treasurer.

BE IT FURTHER RESOLVED, that the said R. B. AUSTIN, the Assistant Treasurer of this Corporation, be and he hereby is authorized and empowered to sign promissory notes and trade-acceptances in the usual course of business for and on behalf of this Corporation.

Upon motion duly made, seconded and carried, it was unanimously

RESOLVED, that an account be opened with EMPIRE TRUST CO. OF NEW YORK, 580 Fifth Avenue, New York, N.Y., and that the said EMPIRE TRUST COMPANY OF NEW YORK be authorized to pay all checks, notes, drafts, etc., made in the name of the Corporation when signed by the President, Treasurer or Assistant Treasurer, and/or when signed by the Vice-President and countersigned by the Secretary to whomsoever payable, including all checks, drafts, notes, etc., of this Company payable to any officer individually, and endorsed by the payee, and to charge the account of this Company in said Bank with all such checks, drafts, notes, etc.

And further, should any officer of the Company have his individual account in the Empire Trust Co. of New York, the Bank is authorized to accept for deposit in, and to place to the credit of, such individual account, any checks, drafts, notes, etc., of this Company, payable to any such officer or any checks, drafts, notes, etc., payable to or endorsed by this Company which may be endorsed by any officer and deposited in his individual account; and thereafter to honor all checks or drafts drawn on such individual acoount by any such officer against such moneys so deposited; and checks, drafts notes, so deposited, and the proceeds thereof, may be

treated by said Bank for all purposes as the moneys of such individual depositor.

And further that the President, Treasurer or Assistant Treasurer, or Secretary are authorized to perform every act necessary to the conduct of a general banking business for this corporation.

Upon motion duly made, seconded and carried, it was unanimously

RESOLVED, that an account be opened with HAMILTON NATIONAL BANK, of #130 West 42nd Street, New York, N.Y., and that the said HAMILTON NATIONAL BANK be authorized to pay all checks, notes, drafts, etc., made in the name of the Corporation when signed by the President, Treasurer or Assistant Treasurer, signed by the Secretary to whomsoever payable, including all checks, drafts, notes, etc., of this Company payable to any officer individually, and endorsed by the payee, and to charge the account of this Company in said Bank with all such checks, drafts, notes, etc.

And further, should any officer of the Company have his individual account in the Hamilton National Bank, the Bank is authorized to accept for deposit in, and to place to the credit of, such individual account, any checks, drafts, notes, etc., of this Company, payable to any such officer or any checks, drafts, notes, etc., payable to or endorsed by this Company which may be endorsed by an officer and deposited in his individual account; and thereafter to honor all checks or drafts drawn on such individual account by any such officer against such moneys so deposited; and checks, drafts, notes, so deposited, and the proceeds thereof, may be treated by said Bank for all purposes as the moneys of such individual depositor.

And further that the President, Treasurer or Assistant Treasurer, or Secretary are authorized to perform every act necessary to the conduct of a general banking business for this corporation.

Upon motion duly made, seconded and carried it was unanimously

RESOLVED, that the action of the officer of this Corporation in applying for and joining the Motion Picture Producers & Distributors of America, Inc., as a Class "A" member thereof be and the same hereby is in all respects

ratified, confirmed and approved.

There being no further business before the meeting the same was duly adjourned.

. . . . . .

S e c r e t a r y

188

June 27, 1924.

Mr. John Ludvigh, Esq.,
405 Fifth Avenue,
New York City.

My dear Mr. Ludvigh:

In reply to your letter to Mr. Banshaf of June 26th, which was handed to me, I wish to make the following statement:

It was our understanding under the agreement that this money was to be paid to us and to go into the general fund of D. W. Griffith, Inc. It is not necessarily to be paid in one lump sum, but a specific sum should be paid every week. It is absolutely necessary for us to use some of this money to pay some of our incurred note liabilities during the summer months, but this money will be replaced in the fund in the Fall when our big money from our present production comes in.

Regarding the auditor, this matter is unnecessary as the writer himself is taking charge of the paying for this production (a large part of which will be done in Germany) and guarantees that there will be no waste. For this purpose the writer is sailing tomorrow on the Majestic, and Mr. Griffith and his company is sailing on Friday on the George Washington. The writer is in possession of $40,000 solely for expenses on this new picture in Germany. This money has been taken out of the general fund of D. W. Griffith, Inc., and of course, this amount was taken in anticipation of the moneys which we were to get under the agreement. It is not necessary to pay the $250,000 in a

lump sum, but we would like to have $50,000 next week and thereafter $25,000 weekly.

We earnestly hope you will be able to persuade your bank to see the justice and right of our contention, and that whichever way we may expend money, it will have no bearing whatever on the quality of the production. Furthermore, Mr. Griffith personally guarantees the completion of the picture under his contract.

Yours very truly,

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D.W.GRIFFITH INCORPORATED

ORIENTA POINT

MAMARONECK NEW YORK

New York Office
1476 Broadway,
New York, N.Y.
June 27, 1924.

Empire Trust Co.,
New York, N.Y.

Gentlemen:

Relative to the Mr. Griffith and Griffith Corporation loan for the sum of $250,000., beg to advise that I will, from time to time, certify to your company by cable or otherwise as to the amounts required weekly during the course of production of the picture which Mr. Griffith is about to make, which picture is to be held by your Company as collateral security for the re-payment of said loan.

Very truly yours,

J.C.EPPING, Treasurer.

D.W.Griffith, Inc.

Orig delivered to Mr. Fushing G. Robert June 30-24.

JCE/ CC

971

June 27th 1934.

Central Union Trust Co. of New York,
60 Broadway,
New York City. Attention Mr. Galloway.

Dear Mr. Galloway:

I am enclosing Budget for this week and next week of the Griffith Corporation.

You will note a payment of $600. made to me. By way of explanation I might state that this item represented a payment of a note which was given to me to cover salary due me last February and which I was not paid. At the present time I am not drawing any salary from the Corporation.

Very truly yours,

B/GDM
Enc.

June 27, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

REPORT - ENGLAND

WEEK ENDING JUNE 20, 1924

Dear Mr. Abrams:

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ending June 20th amounted to £681.13. 4

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£303.10. 0
Cardiff	269.10. 0
Glasgow	352. 0. 0
Leeds	500. 0. 0
Liverpool	80.10. 0
Manchester	153. 0. 0
Newcastle	11.10. 0
Ireland	nil
London	531. 2. 0
	£2054. 2. 0

The cash collections for the week just ended amounted to £1884.16. 4.

Business conditions are very bad at the moment owing to the intense heat and exhibitors are doing very badly due to that fact and also owing to the British Empire Exhibition.

Yours sincerely,

(Signed) W. J. King
Acting General Manager
ALLIED ARTISTS CORPORATION, Ltd.

(* * *)

EMERGENCY MEETING HELD AT 66 WARDOUR STREET
ON
TUESDAY, JUNE 5, 1934

PRESENT

Mr. M. Silverstone (Acting Chairman)
Major W. J. King, M.C.

It was resolved that the Guaranty Trust Company of New York be instructed to honor the signature of Mr. Vincent Carl Davies in conjunction with other Signatories authorised by Resolutions dated 6th April, 1931 and January 30th, 1933 to all checks, bills and other documents drawn or made payable with them and to any order to withdraw any or all securities short bills or other property in their hands including any box or boxes and their contents.

It was further resolved that the powers heretofore existing for Mr. F. Wynne Jones to act in like manner be revoked forthwith.

It was resolved that Mr. Maurice Silverstone, General Manager, be granted leave of absence to proceed to New York and that his expenses to and fro be defrayed by the Company. It was further resolved that Major King be appointed Acting General Manager during his absence.

Certified True Copy

(Signed) W. J. King
Secretary
THE ALLIED ARTISTS CORPORATION, Ltd.

RADIOGRAM

WORLD WIDE WIRELESS

RADIO CORPORATION OF AMERICA

IN CONNECTION WITH

"TRANSRADIO"

A.G. FUER DRAHTLOSEN UEBERSEE VERKEHR, BERLIN

"Via RCA" "Via RCA"

THE ONLY DIRECT TELEGRAPHIC CONNECTION, AMERICA-GERMANY

EINZIGE DIRECTE TELEGRAPHISCHE VERBINDUNG DEUTSCHLAND-AMERIKA

FORM No. 114

RECEIVED AT 64 BROAD STREET, NEW YORK, AT _____ M. DATE JUN 28 AM 7 22 1924

P0ZZLF PRW 434

BERLIN 24

RADIOLETTER

D 2661

RL EPPING GREYGRIF

NEWYORK

BUYER OF GERMAN RIGHTS WANTS FIFTEEN PRINTS BABYLONE

MOTHERLAW HE SUPPLY NECESSARY AGFA RAWSTOCK THROUGH NEWYORK AGENT

CABLE APPROVAL TRANSOFILM

TELEPHONE: BROAD 5100 To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

CLASS OF SERVICE DESIRED

- Full Rate Radiogram
- Deferred Radiogram
- Letter Radiogram
- Week End Radiogram

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged. See back of this blank.

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

June 28. 1924

Deferred Rate

Hubsch
Transofilm
Berlin
Germany

Will arrive Berlin July sixth Kindly engage double room bath at Bristol for this date Regards

Epping

Chg Wark Prod. Corp.
Room 1107
1476 Broadway, New York, N. Y.

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

June 26, 1924.

Deferred Rate

Hermann Hubsch
Reichsgrafen Str 26
Freiburg ~~Br~~. Im Breisgau Baden
Germany

Sailing today for Germany will pass through Strasburg hope to see Mr Hausch there Will telegraph from Cherbourg exact time

Epping

Chg Wark Prod. Corp.
1107 - 1476 Broadway,
New York, N. Y.

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

CLASS OF SERVICE DESIRED
- Full Rate Radiogram
- Deferred Radiogram
- Letter Radiogram
- Week End Radiogram

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged. See back of this blank.

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

June 28, 1924.

Deferred Rate

Florence Epping
Hotel Hofburg
114 Hof Str
Zurich
Switzerland

Leaving today Majestic for Berlin stop Donot leave Switzerland until you hear from me from Berlin stop Get your pass renewed soon as possible so you can leave Zurich soon as I arrive in Berlin Glad to see you soon Love

Chg Wark Producing Corporation,
Suite 1107 1476 Broadway, N. Y. C.

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

TIME FILED

DATE

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 192-192

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

June 20, 1954

Deferred Rate

Martha Mechtold
Bey Raddatz
Schuetzengarten Str 5
Stettin
Germany

Leaving today will arrive Berlin about ten days

John

Chg Mark Prod. Corp.
1107 Longacre Bldg.,
1476 Broadway, N. Y. C.

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

CONDENSED CONSOLIDATED BALANCE SHEET

UNITED ARTISTS CORPORATION

ALLIED PRODUCERS AND DISTRIBUTORS CORPORATION

UNITED STATES, CANADA, CUBA, AND MEXICO

AS OF JUNE 28TH, 1924

BALANCE SHEET

ASSETS		
1. Cash in Banks		$ 14,[illegible]
2. Working Advances, Loans, and Special Deposits Receivable (Schedule A)		34,347.53
3. Accounts Receivable:		
From Producers (Schedule B)	$ 276,081.96	
Film Advances to Foreign Companies (Schedule C)	171,672.14	
Miscellaneous (Schedule D)	[illegible]	966,460.58
4. Accessories		73,[illegible]
5. Furniture and Fixtures Less Depreciation		38,436.67
6. Investments (Schedule E)		56,000.00
7. Deferred Charges to Future Operations (Schedule F)		31,537.14
8. Artists Contracts		85,000.00
9. Deficit on Played and Earned Basis		71,731.33
		$1,313,570.11
LIABILITIES		
1. Notes Payable:		
To Banks (Schedule G)	270,000.00	
To Trade Creditors (Schedule H)	30,429.31	300,429.31
2. Accounts Payable:		
To Producers (Schedule J)	362,260.78	
To Trade Creditors and Others (Schedule K)	105,255.66	467,516.44
3. Notes Receivable Discounted		5,100.00
4. Deposits from Exhibitors on Contracts (Schedule L)		369,378.01
5. Deposits from Exhibitors for War Tax to be refunded		17,721.35
6. Income Deferred on Account of Sale of Foreign Rights		8,425.00
7. Preferred Stock Issued and Outstanding		120,000.00
8. Common Stock Issue and Outstanding		25,000.00
		$1,313,570.11

CONDENSED CONSOLIDATED STATEMENT OF INCOME

SIX MONTHS JUNE 28, 1924

CONTRACTS PLAYED AND EARNED			$2,323,890.04
1. Corporations Share of Played and Earned			570,272.82
2. Less - Corporation's Share of prints, Duties, etc.			9,239.39
3. Gross Income from Distribution			561,033.43
4. Less - Operating Expenses			661,019.65
5. Net Loss from Distribution			99,986.22
6. Add - Other Deductions (Schedule M)			13,913.19
7. Net Loss from Operations			113,899.41
8. English Commissions to May 30, 1924	$28,571.05		
9. Income Earned from Sale of Foreign Rights	900.00	29,471.05	
10. Less-, Cost of Supervision of Foreign Business (Schedule N)		25,405.46	4,065.59
10. Net Loss			109,833.82
11. Surplus December 29, 1923			38,102.49
12. Deficit June 28, 1924			$ 71,731.33

Approved: _____ Maurice G. Cleary _____ [signature]

President — Treasurer — Comptroller

SCHEDULE A

[illegible] ADVANCES, LOANS AND SPECIAL [illegible] RECEIVABLE

			June 28, 1921
Contingent Funds	-	Home Office	12,192.26
		Exchanges	10,700.00
Petty Cash	-	Home Office	850.00
Loans to Employees	-	F. A. Beach	551.25
Deposits to Beverly Gas and Electric Service			254.00
			$ 34,547.51

SCHEDULE B

ACCOUNTS RECEIVABLE FROM PRODUCERS

Douglas Fairbanks	-	When The Clouds Roll By		320.52
D. W. Griffith Inc.	-	The Love Flower	266.42	
		Dream Street	524.65	
		Way Down East	7,027.50	
		Orphans Of The Storm	5,953.73	
		One Exciting Night	6,387.33	
		The White Rose	23,840.45	
		America	28,044.60	174,766.68
Charles Chaplin	-	Shoulder Arms		82.15
Park Producing Corporation	-	Judith Of Bethulia		58.78
Associated Authors Inc.	-	Richard The Lion Hearted	15,634.88	
		Loving Lies	4,612.51	
		No More Women	6,781.50	27,028.59
Graham Wilcox Prod. Ltd.	-	Woman's Secret		15,993.87
Romance	-			70,600.51
Carnival				7,068.35
Aitken Corporation	-	Birth of A Nation (Wisconsin)		773.31
Douglas Fairbanks	-			99,109.11
Mary Pickford				84,304.97
D. W. Griffith				96,911.32
				$578,021.96

SCHEDULE C

ACCOUNTS RECEIVABLE FOR ADVANCES TO FOREIGN COMPANIES

Allied Artists Corporation Limited	15,354.06
Les Artistes Associes S. A.	21,075.86
United Artists Australasia Limited	33,061.25
United Artists South America Limited	35,616.34
United Artists Corporation of The Far East	66,564.65
	$ 171,672.16

SCHEDULE D

MISCELLANEOUS ACCOUNTS RECEIVABLE

Contracts Played and Earned but Unpaid	20,706.23
Douglas Fairbanks Studio Account	2,613.09
Mary Pickford Studio Account	16,937.67
Charles Chaplin Studio Account	8.26
Terra Film Corporation	168,500.00
Harvey Sheahan	6,631.99
George F. Lenehan	1,126.13
T. Y. Henry	233.48
A. A. Lowe	9.61
	$ 216,766.46

SCHEDULE B

INVESTMENTS

ASSETS	JUNE 30TH, 1961
Capital Stock Allied Artists Corporation Limited	$ 25,437.50
Capital Stock Les Artistes Associes S. A.	3,000.00
Capital Stock United Artists Corporation Reacquired	25,000.00
	$ 53,437.50

SCHEDULE F

DEFERRED CHARGES TO FUTURE OPERATIONS

Hiram Abrams - Commissions on Unplayed Business	21,752.14	
Commissions on Sale of Foreign Rights Paid in Advance	1,685.00	23,437.14
Deposits on Leases to Be Applied As Rent		7,500.00
Prepaid Rent		500.00
		$ 31,437.14

SCHEDULE A

NOTES PAYABLE TO BANKS

LIABILITIES			JUNE 18, 1924
East River National Bank	-	Due August 4, 1924	$150,000.00
Commercial Trust Company	-	Due September 6, 1924	[illegible]
			[illegible]

SCHEDULE B

NOTES PAYABLE TO TRADE CREDITORS

Claremont Laboratories Inc.	[illegible]
D. W. Griffith Inc.	[illegible]
Artcraft Company	[illegible]
Wyomack Publishing Company	[illegible]
	$ [illegible]

SCHEDULE C

ACCOUNTS PAYABLE TO PRODUCERS

Douglas Fairbanks	-	His Majesty The American	$ [illegible]	
		The Mollycoddle	[illegible]	
		The Mark of Zorro	[illegible]	
		The Mat	[illegible]	
		The Three Musketeers	[illegible]	
		Robin Hood	[illegible]	6,897.76
Mary Pickford	-	Pollyanna	[illegible]	
		Suds	264.91	
		The Love Light	515.03	
		Through The Back Door	703.49	
		Little Lord Fauntleroy	1,014.07	
		Tess Of The Storm Country	[illegible]	
		Rosita	7,755.33	
		Dorothy Vernon of Haddon Hall	39,071.42	52,301.50
D. W. Griffith Inc.	-	Broken Blossoms		670.07
Charles Chaplin	-	Woman Of Paris		19,571.19
Mack Sennett	-	Down On The Farm	103.63	
		Susanna	699.39	
		The Shriek of Araby	1,114.70	
		Small Town Idol	7.50	
		Crossroads of New York	8.77	1,933.99
Distinctive Productions Inc.	-	Disraeli	292.83	
		Ruling Passion	420.20	
		The Man Who Played God	803.89	1,516.92
Bennett Pictures Corporation	-	The Iron Trail	518.34	
		Fair Lady	714.16	1,232.50
Nazimova Productions	-	Doll's House	202.92	
		Salome	570.40	773.32
Charles Ray Productions	-	The Tailor Made Man	994.48	
		The Girl I Loved	2,347.46	3,341.94
Wark Producing Corporation	-	Fall Of Babylon	182.00	
		Mother and The Law	42.00	224.00
Graham Wilcox Productions Ltd.	-	Paddy The Next Best Thing		4,232.34
Carried Forward				$ 94,695.53

SCHEDULE J (Cont.)

ACCOUNTS PAYABLE TO PRODUCERS

LIABILITIES			June 28, 1941	
Brought Forward				$ 54,695.93
Mary Pickford	-	Garrison's Finish	$ 1,722.77	
		The Bell Ally	8,454.21	10,176.98
Roach Producing Co.	-	The Birth of A Nation		74,977.[illegible]
Abel Gance	-	I Accuse		[illegible]
Glorious Adventure Inc.	-			[illegible]
A. L. Productions	-	Gamma Woman		312.30
Max Linder	-	The Three Must Get Thereo		324.24
Mary Pickford	-	Account of Sale of Foreign Rights		160,072.00
Payable as Agent for Foreign Corporations				[illegible]
				$ [illegible]

SCHEDULE K

ACCOUNTS PAYABLE TO TRADE CREDITORS AND OTHERS

M. C. Miner Lithograph Company	59,260.57
Miscellaneous Accounts Payable	45,443.00
Due Producers For Scrap Film Reclaimed	552.09
	$ 105,255.66

SCHEDULE L

DEPOSITS FROM EXHIBITORS ON CONTRACTS

Contracts for Exhibitions Unplayed and Unearned	1,689,423.31
Less - Contracts Unplayed and Unpaid	1,327,410.18
	362,013.13
Add - Overpayments and Deposits	7,364.88
	$ 369,378.01

SCHEDULE H

OTHER DEDUCTIONS

OTHER DEDUCTIONS		
Interest and Discount	$6,461.50	
Dues	4,000.00	
Accessories Given Away (Unions)	3,313.72	
Sales Films Expense:	1,346.87	
Uncollectible Accounts	215.49	16,147.58
OTHER INCOME		
Discount Earned on Accounts Payable	1,265.49	
Profit on Sale of Accessories	658.20	
Miscellaneous Rent Revenue	310.00	2,234.39
NET DEDUCTIONS		$ 13,913.19

SCHEDULE M

FOREIGN ADMINISTRATIVE EXPENSES

Salaries	$4,215.19
Telegraph, Cable Charges, Passports, Visa Fees, etc.	1,190.27
	$ 5,405.46

HOME OFFICE OPERATING EXPENSES

FOR MONTH OF JUNE 1924 - AND CUMULATIVE FROM JANUARY 1, 1924

	MONTH OF JUNE		SIX MONTHS THIS YEAR	
CLASSIFICATIONS				
1. Salaries				
(a) Commissions		$4,670.16		$46,449.35
(b) Executives and Employees				
1. Administrative	$1,503.00		$ 6,487.14	
2. Sales	2,710.00		22,537.71	
3. Advertising	2,410.00		16,998.37	
4. Accounting and Finance	5,253.00	11,673.00	32,085.37	84,104.19
2. Rent and House Service		976.71		5,820.67
3. Traveling		933.43		12,818.56
4. Stationery and Printing		1,062.45		5,051.25
5. Telephone and Telegraph		620.07		3,219.94
6. Postage		221.47		1,403.99
7. Freight and Cartage		26.57		583.44
8. Advertising				
(a) Trade Paper Adv.	55.00		6,000.08	
(b) Trade Paper Publicity	88.84		1,673.19	
(c) Theatre Publicity	660.83		5,385.72	
(d) General Adv.	88.94	893.41	914.11	13,973.10
9. Attorneys Fees		2,087.09		13,976.10
10. Insurance		142.92		2,356.42
11. Miscellaneous				
(a) Miscellaneous	897.84		4,490.24	
(b) Alterations and Repairs	12.60		454.12	
(c) Film Maintenance	- o -		160.63	
(d) Paper and Twine	- o -		3.50	
(e) Screening	- o -	910.24	50.10	5,158.59
TOTAL		$24,217.52		$194,315.60

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1150

June 28th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Birth Of A Nation		13002		
One Exciting Night		91		
Idol Dancer		4925		
Love Flower		299		
America		268		
	0	18585	0	0

Positive stock used

Eastman	17840
Agfa	745
Belgian	0
Powers	0
	18585

6/25/24 105

E. H. GRIFFITH, ESQ.

REPORT AND ACCOUNTS

* * * * *

DECEMBER 31, 1923

PRICE, WATERHOUSE & CO.
56 PINE STREET
NEW YORK

Price, Waterhouse & Co.
CERTIFIED PUBLIC ACCOUNTANTS
CHARTERED ACCOUNTANTS

LONDON, WESTERN EUROPE, ETC.
"PRICE WATERHOUSE, LONDON"
SOUTH AMERICA
"PRICE WATERHOUSE, RIO DE JANEIRO"
NEW YORK STATE
"W. GREAT BRITAIN"

NEW YORK STATE

NEW YORK June 20, 1924

Mr. J. G. Epping, Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sir:-

Under date of August 22, 1923, we reported to you upon the examination of the accounts of your company for the six months ending June 30, 1923, and in accordance with your instructions have now completed an examination of the books and accounts to December 31, 1923, and attach hereto the following exhibits:

Exhibit I - Balance sheet as at December 31, 1923

" II - Statement of profit and loss for the year ending that date

" III - Statement of production cost of "America" to and including March 1, 1924

SCOPE OF AUDIT

During the course of our periodical visits to the studio, we examined all vouchers and verified the postings to the general ledger and the footings of the cash books and voucher register for the entire year. We also verified the production income received by comparing the cash receipts shown by the books with the weekly reports of the distributors. While it was not practicable to verify in detail all transactions, tests of the postings to subsidiary records were made and these indicated that the accounts were correctly kept. We also made tests of the studio laboratory operations, by comparing the charges rendered to the studio and to outsiders for developing and printing of film, with the financial books of the corporation. We checked also the printers' reports of film printed and the requisitions for raw stock in

verification of the amount of raw stock used in the production of "America".

The results of our examination and such information relative to the statements submitted as appears to be of interest are contained in the following report:

PROFIT AND LOSS

Exhibit II shows in considerable detail the results of operations for the year under review. The picture costs charged off, it will be noted, exceed the aggregate income by $7,668.71, representing:

Income		$1,612,202.03
Less:		
Cost of production	$1,600,620.49	
Road show expenses	19,250.25	
		1,619,870.74
Excess of costs		$ 7,668.71

This loss (before expenses and other charges) is distributable to the individual pictures as follows:

	Gross income	Costs written off	Gross profit or loss
The White Rose:			
Rental income	$ 374,312.68	$ 139,982.94	$234,329.74
Exploitation	18,566.11	19,250.25	684.14
One Exciting Night	510,691.52	582,492.70	71,801.18
Orphans of the Storm	283,994.40	627,350.83	343,356.43
Way Down East	351,580.76	222,547.11	129,033.65
Dream Street	41,131.31	25,863.44	15,267.87
Love Flower	24,472.85	620.58	23,852.27
Broken Blossoms	6,660.49	-	6,660.49
Country Flapper	1,100.00	-	1,100.00
Hearts of the World	308.09	-	308.09
Replacements	-	1,762.89	1,762.89
	$1,612,202.03	$1,619,870.74	$ 7,668.71

The amount of costs charged off with respect to "The White Rose" is 37.4% of the income received and was estimated by the officials as being sufficient. The excess of costs over income with respect to "One Exciting Night" and "Orphans of the Storm" was due to the fact that because of the falling off of income from these pictures during the past year, the officials

found it necessary to charge off amounts substantially in excess of their original estimates. The excess charged off over the original estimate was $476,233.20 in the case of "Orphans of the Storm" and $244,236.08 in the case of "One Exciting Night". The total income from "Orphans of the Storm" to December 31, 1923 was $1,145,290.00 and $1,169,660 of the cost has been charged off; the total income from "One Exciting Night" amounts to $246,600.00 against which $329,269.00 of the cost has been charged. There still remains $50,000.00 of costs to be charged off for "Orphans of the Storm" and $100,000.00 for "One Exciting Night" and although income will still be received from both pictures, the present indications are that the company will be barely reimbursed for the cost of production. From the past experience of the company it would appear to be the better policy to apply all income from a picture to its direct costs until these costs have been reimbursed before a profit is taken up.

The remaining pictures listed above have all been written off and no further direct charges other than replacements, should be expected. The future income from these pictures cannot be expected to reach a substantial amount as the pictures are nearing the end of their earning life.

BALANCE SHEET

FIXED ASSETS:

The additions to the fixed assets during the year amounted to $52,684.03 and were classified on the books as follows:

Land improvement, clearing land		$22,002.15
Electrical equipment		2,458.50
Miscellaneous equipment		4,933.18
Automobiles and trucks		13,090.00
Furniture and fixtures		213.70
Engineer's estimate of poles, etc.	$12,500.00	
Less - Lumber used in production	2,317.50	
		10,182.50
		$52,880.03
Less:		
Projection machine sold	$ 196.00	
Cost of autos sold and destroyed	13,750.00	13,946.00
		$38,934.03

Vouchers examined by us indicated that the charges to fixed assets, as above, were properly capitalized.

Depreciation was provided at the following rates:

4%	per annum on	the administration building
5	do	new studio and laboratory
5	do	sprinkler system
10	do	studio equipment
25	do	autos and trucks
10	do	furniture and fixtures
25	do	props, wardrobe and scenery

At December 31, 1923, the fixed assets were insured against fire for approximately $550,000.00.

CASH SURRENDER VALUE ON LIFE INSURANCE POLICIES:

The cash surrender values of the insurance policies covering the life of Mr. David W. Griffith were verified by certificates received from the assurers.

The certificate we received from the New York Life Insurance Company stated "This policy did not provide for a cash value on December 31, 1923, inasmuch as this type of contract does not provide for a cash value prior to default in payment of premium". We were informed that the failure to pay this premium within the time allowed was due to the negligence of the broker. We were also informed that Mr. Griffith underwent another physical examination to have the policy reinstated.

The following are the life insurance policies examined by us:

Equitable Life	#2,655,630	$ 50,000.00
Connecticut General	164,491	25,000.00
do	165,054	25,000.00
New York Life	7,543,384	25,000.00
John Hancock	742,796	25,000.00
do	742,797	25,000.00
Mutual Life	2,783,030	100,000.00
Berkshire Life	118,411	25,000.00
do	118,412	25,000.00
Union Central	663,424	25,000.00
Travelers	983,546	150,000.00
		$500,000.00

All of the above policies are kept at Hamaroneck, N. Y., and, with the exception of the Travelers, state that D. W. Griffith, Inc. is the beneficiary. The Travelers policy is on deposit with the Central Union Trust Co. where we inspected it. Our examination disclosed the fact that this policy went into effect June 6, 1923, and that the policy states that the beneficiary thereof is Mr. Griffith's "executors, administrators or assigns" and that it was assigned to the Central Union Trust Co. on August 9, 1923, as part of collateral on a loan.

We were informed that as soon as this policy is released by the Central Union Trust Co., the beneficiary thereof would be changed to D. W. Griffith, Inc. so as to comply with the provisions of Article Seven of Certificate of Incorporation, which requires that the corporation "carry and maintain insurance in the amount of $500,000.00" upon the life of D. W. Griffith.

INVENTORIES:

The values carried forward for released film are as follows:

Orphans of the Storm	$ 50,000.00
One Exciting Night	100,606.70
The White Rose	490,446.62
Five pictures written off to nominal value of $100 each	5.00
As per balance sheet	$641,058.32

The above values have been estimated by the officials and whether or not they are conservatively stated depends entirely upon the future income which the company will receive from these pictures. Substantial reductions from earnings during the next six months are to be expected in each case, except possibly in the case of The White Rose which had been released four months at December 29, 1923. The following shows in comparative form by six months' periods the income derived from the first two pictures; substantial reductions should be expected in subsequent periods and, as previously mentioned, the present indications are that subsequent earnings will barely amortize the balance of costs carried forward:

	Orpheum of the Stage	One Exciting Night
Six months ending:		
Dec. 31, 1922	$497,000	$224,000
June 30, 1923	220,000	431,000
Dec. 31, 1923	62,000	70,000

One Exciting Night was released in December 1923 and the income of $224,000 shown above as income for six months ending December 31, 1923 represents:

Exploitation income	$ 68,000
Foreign advances	125,000
From U.S. releases during December	11,000
Total	$224,000

The inventory of unreleased film and work in process covers the cost of "America" to December 31, 1923, a summary of which (and also of the costs to February 29, 1924) are shown on Exhibit III. Properly approved vouchers were produced in support of the details, although it was not possible for us to verify that properties purchased and used were subsequently properly accounted for.

ACCOUNTS RECEIVABLE:

The amount charged to "Al. Jolson" under this caption represents the cost of a picture entitled "Black and White" under a contract with him up to the time he suddenly left the studio leaving the picture in an uncompleted condition. We were informed that it is the intention to institute legal proceedings to collect the amount expended.

Under the terms of a contract dated July 26, 1923 with the G. & H. Corporation, the G. & H. Corporation was authorized to make such arrangements with any other star to complete the picture "Black and White" and to take over for such purpose such actors and actresses and other employees of the company as might be necessary.

It was also agreed that outlays expended by the G. & H. Corporation up to $60,000.00 with interest would be reimbursed first from the income receipts after which the company be reimbursed to the amount of $75,000 expended up to the time of the contract plus $1,000 per week for the use of the studio and such other amounts for payrolls, etc. as were expended by the company. It was also provided that any additional income from this picture over and above the amounts required to reimburse the above mentioned costs, would be distributed, 60% to the G. & H. Corporation and 40% to the company.

Expenditures made by the company aggregating $3,761.91 which would appear to be recoverable under the contract from the earnings of the picture (should the earnings prove sufficient) were charged off as expenses.

OFFICERS AND EMPLOYEES:

Of the total shown $6,748.63 represents advances to Mr. A.L. Grey, a substantial part of which was for traveling expenses to Europe. Such of these expenses as were incurred for account for the company should, of course, be charged off. The remaining items comprised in this account represent advances to sundry employees, some of which have since been paid.

CASH:

A summary of the cash is as follows:

In banks, verified by means of certificates obtained from the depositaries	$18,581.94
Payroll fund verified by means of certificate obtained from depositary	1,000.00
Petty cash fund counted on February 19, 1924	1,000.00
Contingent funds- sundry small funds in hands of restaurant, laboratory, property man and carpenter foreman not verified	450.00
	$21,031.94

DEFERRED CHARGES:

The amounts carried forward as deferred charges are properly chargeable to future operations and represent prepaid insurance premium:

On insurance policies covering buildings, machinery, etc.	$ 6,024.70
On the life of D. W. Griffith	40,060.42
	$49,084.42

MORTGAGES:

The mortgages outstanding at December 29, 1923 as confirmed by the holders thereof are:

E. E. Feathers 65:		
Instalment due September 16, 1923, but extended, as we were informed, to September 16, 1924	$ 50,000.00	
Instalment due September 16, 1924	17,500.00	
		$ 67,500.00
R. L. Erb:		
5-1/2% due July 2, 1924	$ 10,000.00	
6-1/2% due September 16, 1924	50,000.00	
Unpaid instalment on easement	3,600.00	
		63,600.00
		$131,100.00

LOANS FROM BANKS:

Loans from banks were confirmed directly as follows:

Central Union Trust Company:		
Demand	$500,000.00	
"	50,000.00	$550,000.00
The First National Bank, Mamaroneck		10,000.00
		$560,000.00

According to an agreement made between D. W. Griffith, D. W. Griffith, Inc. and Central Union Trust Co., which agreement was authorized at a special meeting held on October 18, 1923, the following collateral was pledged as security to the loan mentioned above:

Negative and positive prints, and all sums due or to become due on the following pictures:
- Way Down East
- Dream Street
- Orphans of the Storm
- One Exciting Night
- The White Rose
- America

All interest of D.W. Griffith and D.W. Griffith, Inc. in "Black and White" and in agreement with G. & H. Corporation

Policy of Travelers Insurance Co. for $150,000 on life of D.W. Griffith

Two deeds by D.W. Griffith, Inc. to Central Union Trust Co. covering all real property at Hamaroneck, N.Y.

It was also provided that additional collateral might be demanded at any time and that upon the completion of "America" if Central Union Trust Co. was not satisfied with the picture or with the contracts for its sale, the loan would become due immediately and all collateral sold upon two days notice.

The First National Bank, Hamaroneck, informed us that they held 500 shares of United Artists stock as security to the loan from them.

Loans from others comprise -

Florence Epping, confirmed orally	$ 40,000.00
L. Shubert, confirmed by letter	20,000.00
Charles Capehart	8,000.00
	$ 68,000.00

We ascertained from the correspondence files that the company, under the authorization of Mr. Grey, had given two notes to Mr. Charles Capehart as follows:

Note due February 17, 1924	$ 3,000.00
Note due March 18, 1924	5,000.00

We also found that the company held as at December 31, 1923, notes of the same amounts from Mr. Capehart dated December 19, 1923 and maturing February 14, 1924 and March 18, 1924, respectively.

Neither the notes given by the company nor those given by Mr. Capehart were taken up on the books, but are included in the attached balance sheet, those given by Mr. Capehart being shown as a separate item under "accounts receivable" and those given by the company included in "loans from others" as shown above.

OTHER LIABILITIES:

The amount credited to the account of Mr. Griffith is, under the contract with the Central Union Trust Co., subordinate to the loan from that

Company. The balance does not include $50,000.00 of Mr. Griffith's salary for the year not drawn, and waived by him as recorded in the minutes under date of December 14, 1923.

The accounts payable include $122,566.95 owing to distributors representing:

Net amount paid in advance on account of company's share of film income from pictures currently distributed as shown by statements from distributors	$ 15,346.13
Additional share of film income with respect to prior years allowed distributors	107,220.82
Total	$122,566.95

According to a special meeting of the Executive Committee held on April 3, 1924, it was authorized that the proper officials of the company enter into an agreement with United Artists Corporation (the distributors) Charles Chaplin, Douglas Fairbanks and Mary Pickford Fairbanks, to increase the percentage of gross rentals enjoyed by United Artists Corporation from 20 to 22-1/2% from domestic sources and from 30 to 40% (with certain modifications) from foreign sources, the new rates to be effective as from January 1, 1923, and retroactive to February 5, 1919. It was also mentioned as a part of the proposed agreement that the $107,220.82 resulting therefrom should be paid over a period of three years by weekly instalments deducted by the distributors from the company's proportion of film income.

All other liabilities at December 31, 1923, disclosed by our examination were found by us to have been properly included in the accounts and we obtained a certificate from the assistant treasurer to the effect that all ascertainable liabilities at December 31, 1923 were properly recorded on the books as at that date.

* * * * *

During the course of our audit, we examined into the accounts of the laboratory for the period from August 2, 1923 to February 29, 1924, for the purpose of verifying the charges made to the cost of "America" for film used, and to note the accounting procedure in general.

On Exhibit III are shown the costs of "America" as shown by the books at December 31, 1923 and at February 29, 1924. It will be noted that the film costs up to February 29, 1924 are as follows:

Negative film	$ 42,796.49
Positive film	35,356.08
Total	$ 68,152.57
To which should be added the cost of released prints, charged to a separate account	5,543.35
Total film cost to March 1, 1924	$ 93,695.92

The cost of $42,796.49 for negative film represents the cost of 886,642 feet taken from stock, plus the cost of developing. The total taken from stock is not all accounted for by the reports of the camera men. According to their reports, 780,901 feet were exposed leaving 107,741 feet or 12.12% unaccounted for. No attempt was evidently made to record the film sent by camera men from location to outside laboratories to be developed, and no attempt appears to have been made to trace the film unaccounted for.

The positive film charged as cost of production represents 738,959 feet which according to the records was all used in making sample prints. Of this total, 162,330 feet were supplied and developed by outside laboratories and 576,629 feet were developed in the company's laboratory, which according to the records were classified as follows:

Sample prints	490,325 feet
Reprints(waste)	64,985
Leaders	10,190
Titles	11,129
Total	576,629 feet

The records do not show how many sample prints were produced and the amount of waste involved. The negative was not cut and it follows that every sample print made contained a larger footage than the exhibition footage. The reprints made, which is the only waste the records show, alone amount to about 12%, whereas in well-regulated laboratories the total waste for reprints, joining and threading should not exceed 2%.

We were informed that considerable friction existed among the personnel of the laboratory, and that at times the timing mechanism and the chemical baths had been tampered with. The records show that the percentage of footage waste in making reprints to the total footage used fluctuated widely as is shown by the following comparative figures:

		% of reprint footage to total footage
Period	Sept. 1 to Sept. 29, 1923	3.03
"	Sept. 30 to Oct. 27, "	4.96
"	Oct. 28 to Nov. 30, "	5.98
"	Dec. 1 to Dec. 29, "	20.41
"	Dec. 30 to Jan. 27, 1924	14.35
"	Jan. 28 to Feb. 29, "	10.91

In view of the large charges for film used, it would appear desirable to maintain suitable records so that all film could be properly accounted for. There should be no negative film unaccounted for, and in addition, the causes of wastage in positive film should be ascertained so that the percent of waste to the total used could be reduced to a minimum.

Yours very truly,

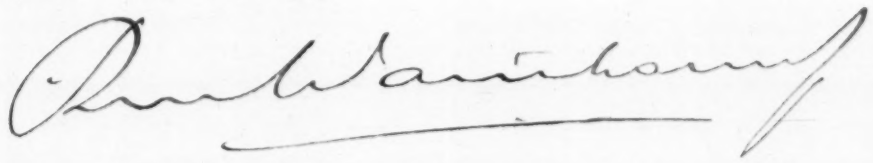

EXHIBIT 1

D. W. GRIFFITH, INC.

BALANCE SHEET — DECEMBER 31, 1923

Accompanying report of Price, Waterhouse & Co. dated June 28, 1924.

Assets

FIXED ASSETS:-			
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:			
At June 30, 1920, per appraisal of the Coats and Burchard Co.	$1,486,900.00		
Additions since that date at cost	113,853.22		
	$1,600,753.22		
Less - Amount reserved for depreciation	237,678.01		$1,362,655.21
GOODWILL, CONTRACTS WITH STARS, ETC.			802,863.83
INVESTMENTS AS VALUED BY D. W. GRIFFITH			35,000.00
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D.W. GRIFFITH			18,485.75
INVENTORIES (Pledged as security to loan per contra):-			
Released film and prints (as determined by officials)		$ 641,058.32	
Unreleased film and in process:			
"America" - cost of production, Exhibit III	$585,859.49		
" - Cost of Exploitation	5,478.07	591,337.56	
Raw film		7,459.09	
Scenarios		42,600.00	
			1,282,454.97
ACCOUNTS RECEIVABLE:			
G. & H. Corporation (Production cost of "His Darker Self")		$ 31,459.79	
Al. Jolson (account in dispute)		71,696.22	
Officers and employees		8,795.31	
Notes receivable		8,000.00	
Sundries		9,806.42	129,757.74
CASH			21,631.94
DEFERRED CHARGES TO FUTURE OPERATIONS			19,024.13
ORGANIZATION EXPENSE, less amount written off			44,091.67
Total Assets			$3,735,368.24
DEFICIT:			
Balance, January 1, 1923		$ 172,851.83	
Add:			
Additional percentage of film rentals allowed to distributor with respect to prior years		107,220.82	
Loss for the year ending December 31, 1923 as per annexed account		458,725.27	738,797.92
			$4,474,163.16

Liabilities

MORTGAGE	$ 141,100.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, also by assignment of policy on life of D.W. Griffith and by the assignment of D.W. Griffith's account with the corporation	560,000.00
LOANS FROM OTHERS	68,000.00
D. W. GRIFFITH	31,784.26
OTHER LIABILITIES - Accounts payable, etc.	367,179.15
RESERVE FOR CONTINGENCIES	32,900.00
CAPITAL STOCK:- Represented by:	
121,693 shares Class A stock of no par value (125,000 shares authorized)	
375,000 shares Class B stock of no par value	3,283,199.75
	$4,474,163.16

D. W. GRIFFITH, INC.

STATEMENT OF PROFIT AND LOSS

FOR THE YEAR ENDING DECEMBER 31, 1923

* * * * *

Income			$1,612,202.05
Expenses:			
Miscellaneous		$ 47,171.69	
Loss on operation of restaurant		18,349.57	
Revenue stamps and taxes		866.17	
Loss on sale of automobiles		2,679.00	
Sundry taxes		16,076.36	
Bad debts		4,702.35	
Insurance		36,096.95	
Depreciation of -			
Administration building	$ 10,000.00		
Studio and laboratory	21,413.36		
Sprinkler system	2,455.79		
Studio equipment	22,156.21		
Automobiles and trucks	6,299.23		
Furniture and fixtures	898.98		
Props, wardrobe and scenery	39,500.00	102,723.59	
			227,665.88
			$1,384,536.15
Production costs not absorbed in cost of film:			
Unproductive expense			13,995.00
			$1,370,541.15
Interest and commissions paid			236,122.90
			$1,134,418.25
Road show expenses charged against exploitation income			19,250.25
			$1,115,168.00
Deduct - Costs of production and prints written off by company against income:			
"Way Down East"	$222,547.11		
"Dream Street"	25,863.44		
"Orphans of the Storm"	627,350.83		
"One Exciting Night"	582,492.70		
"The White Rose"	139,982.94		
"Love Flower"	620.58		
Replacements	1,762.89		
			1,600,620.49
			$ 485,452.49
Add:			
Profit on operation of laboratory	$ 3,002.22		
Cash surrender value of policies on life of D. W. Griffith	18,485.75		
Miscellaneous income	5,239.25		
			26,727.22
Loss for the year ending December 31, 1923			$ 458,725.27

D. W. GRIFFITH, INC.

COST OF PRODUCTION - "AMERICA"

* * * * *

	Total cost to Dec.31,1923	Total cost to Feb.29,1924
Salaries of actors and actresses - regulars	$ 84,437.33	$126,997.72
do - extras	67,106.66	94,699.66
Salary of Director	33,000.00	61,000.00
Props - rented	1,594.00	4,674.25
" - purchased	1,352.06	1,652.74
Salaries of property room employees	6,679.19	9,236.69
Stills and chemicals	3,512.79	3,772.03
Construction - labor and materials	80,659.36	101,226.25
Automobile hire	22,906.76	26,366.64
Wardrobe - salaries	5,500.00	6,975.00
" - purchases	4,277.93	5,765.90
Negative film	31,611.52	42,796.49
Positive film	24,340.71	35,356.08
Electrical equipment - labor and materials	15,919.68	22,257.81
Costumes and wigs - rented	31,063.35	40,417.35
do - purchased	10,334.10	11,574.55
Salary of designers	1,620.00	2,856.94
Salary of musicians	1,100.00	1,760.00
Cost of scenario and story	16,000.00	16,000.00
Railroad fares	11,480.76	14,139.20
Overhead charges	24,703.90	33,277.74
Miscellaneous expenses	2,748.59	3,304.10
Meals and hotel	50,077.16	52,364.13
Tests	3.00	9.75
Animals	150.00	150.00
Location	822.80	832.80
Research books	4,986.36	6,617.76
Food for bears	31.50	31.50
Legal services	1,685.00	1,685.00
Horses and wagons	14,236.79	15,395.29
Fire arms and flares	8,767.77	8,928.69
Rehearsals	165.00	165.00
Rent of location and cots - Somers, N.Y.	4,285.84	4,285.84
Rent of cameras	2,507.51	2,507.51
Location - Mamaroneck	260.00	260.00
Water	189.69	189.69
Sundry expenses of soldiers	1,073.96	1,073.96
Publicity	1,850.00	2,105.00
Army	9,332.00	9,332.00
Expenses in Boston	2,115.79	2,115.79
Expenses in Washington	724.78	947.10
Titles	283.61	472.13
Cutting film		377.37
	$585,859.49	$775,327.65

TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
Revised 1924 — Revised 1925, 1926

D. W. Griffith Corporation
(Name of taxpayer.)

1929 RETURN, Form 707, filed in
A New York District

SUPPLEMENTAL STATEMENT TO CAPITAL STOCK TAX RETURN, FORM 707, for Taxable Period July 1, 1924, to June 30, 1925.

REPORT AS OF JUNE 30, 1925, IF POSSIBLE, BUT IN NO CASE EARLIER THAN DECEMBER 31, 1925. June 30, 1924
(Date.)

DEBITS AND ASSETS.	BOOKS OF ACCOUNT.	FAIR VALUE.	DIFFERENCE. (Explain any large amounts.)
Real estate (show separately)	$	$	$
Buildings (show separately)			
Machinery (show separately)			
Stock in subsidiaries			
Other securities			
Cash			
Notes receivable			
Accounts receivable	4 896 84	4 896 84	
Inventory			
Patents, Trademarks, etc.			
Good will & Picture rights	10 000 -	500. -	9 500
Deferred charges			
TOTALS	$ 14 896 84	$ 5 396 84	$ 9 500

CREDITS AND LIABILITIES.	BOOKS OF ACCOUNT.	FAIR VALUE.	DIFFERENCE.
Bonded debt $			
Less in Treas.	$	$	$
Mortgages			
Accounts payable			
Notes payable			
Reserves—Depreciation			
Depletion			
Taxes			
Deferred credits			
Capital stock:			
Preferred $			
Less in Treas.			
Common 10,000			
Less in Treas.	10 000	500 -	9 500
Surplus	4 896 84	4 896 84	
Profit and loss			
TOTALS	$ 14 896 84	$ 5 396 84	$ 9 500

BANKS MAY ATTACH PRINTED STATEMENTS

RECAPITULATION OF EXHIBIT A.	This column for use of taxpayer.	This column for use of Department.
Total of debits and assets after deducting items not actual assets	$ 4 896 84	$
Less total of credits and liabilities after deducting capital stock, surplus, and other items not actual liabilities	4 896 84	
Difference (value of total capital stock reflected by Exhibit A)	$ --------	$

The information shown in the above statement is true to the best of my knowledge and belief.

David W. Griffith Corporation
(Name of company.)

(Name and official title.)

NOTE.—If valuations reported as a basis for depletion or depreciation in computing Federal income and profits taxes are not shown in "Fair Value" columns, advise amounts and state why not used.

* Material differences will not be allowed unless satisfactorily explained.

SEE INSTRUCTIONS ON REVERSE SIDE. NOTE CAREFULLY THE USE OF "FAIR VALUE" COLUMNS.

WILLIAM KENNELLY · 1917

ESTABLISHED 1917
ORTAG L. KENNELLY, INC. · 1922

WILLIAM KENNELLY · 1922

WILLIAM KENNELLY,

(INCORPORATED)

REAL ESTATE BROKERS, AUCTIONEERS AND APPRAISERS

149 BROADWAY
(SINGER BUILDING)

MEMBERS OF THE REAL ESTATE EXCHANGE
AND THE REAL ESTATE BOARD OF NEW YORK

TELEPHONES 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 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New York,
June 30, 1924.

D.W.Griffith,Inc.,
Bush Terminal Building,
West 42nd Street,
New York City, N.Y. Attention of Mr.A.H.T.Benshaf.

Dear Sirs:-

Negotiations for the sale of your Mamaroneck property known as the "Flagler Property", consisting of some 28 acres plus, which Mr.Robert A.White has been working on, we understand are pending, awaiting the consents of the majority of the stockholders. He also tells us you are endeavoring to obtain these consents with a view to making this sale on the following terms:-

Price $550,000. subject to a First Mortgage of $50,000. due in September 1925; $400,000. which is to be amortized at the rate of $80,000. a year, and an amount on the contract $55,000. which is payable when you obtain the proper authority.

Our clients are ready and able to accept this property on these terms, and Mr.White states that you have a greed to expedite an early closing of the contract by obtaining an expression from the stockholders through a letter.

We understand Mr.White has very kindly made known to you the fact that we are the co-brokers in this sale, the confirmation of which we would appreciate.

Thanking you for your many courtesies, we are,

Very truly yours,

WK/C. WILLIAM KENNELLY, INC.

BY William Kennelly,
President.

TELEPHONE BRYANT [illegible]

RUBY CAMERA EXCHANGE

IRVING B. RUBINSTEIN, Mgr.

727 SEVENTH AVENUE

NEW YORK CITY

EQUIPPED TO MAKE MOTION PICTURES OF EVERYTHING : ANYTHING ANYWHERE

CAMERAMEN, CAMERAS, STILL CAMERAS AND LIGHTING EQUIPMENT FURNISHED ON SHORT NOTICE

BOUGHT, SOLD, EXCHANGED CAMERAS, LIGHTS AND PROJECTORS

COMMERCIAL AND INDUSTRIAL CONTRACTS CAREFULLY EXECUTED

June 8th, 1924

Mr. Albert T. H. Banshaff
130 West 42nd Street,
New York City.

Dear Mr. Banshaff:-

Through the legal procedure in the case of Farrar vs Griffith, I learn that you are an officer of the corporation, and I am taking the liberty of writing to you on a subject of interest to you and the corporation.

When "America" was finished, I was advised by the Griffith Corporation that they had several thousand feet of negative stock on hand which they desired to sell.

When I called at Mamaroneck and was shown the lot, we found that several thousand feet were more than two years old, that they had about 80,000 feet of foreign negative which was purchased by accident(one year old) and several thousand, about 35,000 feet of Eastman x-back negative stock. The latter would be useless until next winter and if held over until then same would loose its sensitive values. The foreign or Goerz stock lost about 40 % of its sensitive value already and the very old stock was useless for production work. I accordingly made them a bid. They promised that I would hear from them within 30 days. It is now about four months or more and I never heard from them.

5600 feet

Negative stock becomes valueless in time, and I know than no Griffith cameraman would use this film on any of his future productions. If they have not disposed of same yet, I would like to put in a new bid as this merchandise still has a value above "junk" price. As an officer of the corporation, I feel that you will give this matter more attention that it has received thus far. My last bid was over $ 1000,00 for the lot. I now offer $ 750.00 and a few months from now I will not pay more than $ 300.00 for same. Surely this lot should be sold while it is still sensitive.

Very truly yours,
p Ruby Camera Exchange.
I B Rubinstein

(C O P Y)

971

July 1st, 1924

Central Union Trust Co.,
60 Broadway,
New York City

Gentlemen:

In accordance with your request, below we give you a statement showing results obtained on D. W. Griffith's "AMERICA"

	SALES	CASH COLLECTIONS
W/E June 21, '24	$27,760.00	$13,365.50 (approximate)

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

WL AP

WILLIAM J. MORAN
COUNSELLOR-AT-LAW

[illegible] STREET
NEW YORK

July 1, 1924

Albert H. T. Banshaf, Esq.
130 West 42nd Street
New York City.

My dear Mr. Banshaf:

Since your cordial interview with me at your home on the 20th ult. I have been working hard with engineers, surveyors and the Larchmont Yacht Club Committee to arrive at a conclusion as to whether or not the proposed golf site including your clients' property is available as a development for a good golf enterprise.

I am encouraged at some of the information I have obtained and as you might expect discouraged by others, But an expert draining engineer has given us a preliminary report which is to be followed by another which may importantly solve the availability of the salt meadow lands; and to-morrow a competent civil engineer is to make a survey of the property which ought to be completed in three days.

Will you not therefore be good enough to "stand by" for a little while longer and not commit your good clients to a sale of the property.

Thanking you in advance, I remain,

Yours very truly,

William J. Moran

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

Los Angeles, Calif.

July 1, 1924

OFFICE OF THE COLLECTOR
SIXTH DISTRICT OF CALIFORNIA

In Account No. From [illegible]-1922 List
To [illegible]-1924 List

62

D. W. Griffith,
1476 Broadway,
New York City, N. Y.

Sir:

Receipt is acknowledged of claim for Credit in the amount of $8,476.19 filed by you on June 16, 1924, in connection with your income tax return for the year _____.

The present procedure both in this office and in the Department at Washington, D. C. now demands that you be called upon to submit a corporate surety bond in the sum of not less than 150% of the amount of your claim, and I will thank you to present such a bond as promptly as you are able in the principal sum of $12,714.28.

If, in lieu of the above mentioned bond, you prefer to have your bank furnish this office with a letter in which they guarantee to hold on deposit for you the sum of $12,714.28 accessible at any time to the Collector of Internal Revenue, Los Angeles, California, the same will be accepted. This letter must be signed by some of the Bank officials.

Please call at 218 Federal Building, Los Angeles, California, and present such a bond or letter, or mail it in attention of the Claims Department of the Income Tax Division of this office. Unless these instructions are promptly complied with, it will be necessary to send notice and demand for the payment of this disputed item, and permit your claim to be treated as a refund claim. In the event of the payment of the amount covered by your claim, it will not be necessary to file a refund claim unless you have additional data in support thereof.

Respectfully,

REX B. GOODCELL, Collector.

By John T. Riley
Chief Office Deputy.
L.

G. Schirmer, Inc.
Music Publishers New York
Cable Address: Schirmer New York
Telephone: Murray Hill 8100
3 East 43rd Street

July 1st, 1924

D. W. Griffith Inc.,
Longacre Bldg.,
42nd St. & Bway
New York City

Att: Mr. F. Campbell

Gentlemen:

Mr. Soldero has applied to us for permission to use our copyright composition entitled "STORM MUSIC" by Dominico Savino, in the printed orchestral arrangement that you are preparing for your photoplay AMERICA.

We would be willing to extend this permission upon payment of one half of the list price of the composition multiplied by the number of copies that you intend to print and the number of times this composition appears. Mr. Soldero explains that it is your plan to print only 100 sets and that this composition is to be used only once. On this basis, the fee would be only $50.00.

If this is acceptable to you, please send us your application in writing upon which we will draw up a contract and submit for your signature, etc.

Very truly yours,

G. SCHIRMER (INC)

BY: E. B. Shaw
per ahb
Mgr. of Orchestra Dept.

EBH/AHB

Mr. Richter
Will you please make this up for 150 sets instead of 100 for $75
Thank you
Carl

AGREEMENT made this 1st day of July, 1924, by and between DAVID W. GRIFFITH, of Mamaroneck, County of Westchester, State of New York, first party; D.W.GRIFFITH, INCORPORATED, a Maryland corporation, second party, - and - EMPIRE TRUST COMPANY OF NEW YORK, a New York corporation with an office at No. 560 Fifth Avenue, in the Borough of Manhattan, City of New York, third party; W I T N E S S E T H :

The second party has executed, and the third party is in possession of a certain demand promissory note to the order of Ourselves, endorsed by the second party, dated July 1, 1924, in the sum of Two hundred and fifty thousand dollars ($250,000) with interest at the rate of six per cent (6%) per annum.

The first party is financially interested in the second party, and has joined with it in requesting the loan to the second party from the third party, in the face amount of the note above referred to.

The second party is now, with the assistance and under the direction of the first party, engaged in the production and filming of a new feature photoplay which is known by the studio or working title of "WRONG RECEIPT" and is founded on a story by Geoffrey Moss.

The first and second parties have requested the third party to loan to the second party such sums as it may require to make said production, not exceeding Two hundred and fifty thousand dollars ($250,000) in the aggregate; the indebtedness to be evidenced by a demand promissory note of the second party to the order of Ourselves, endorsed by the second party, in the sum of Two hundred and fifty thousand Dollars ($250,000), with interest at the rate of six per cent (6%) per annum, dated July 1st 1924.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for

and in consideration of the sum of One Dollar ($1.00), lawful money, by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the parties hereto agree as follows:

FIRST: The third party agrees to loan to the second party such sums as may be from time to time required to make the production hereinbefore referred to, not exceeding Two hundred and fifty thousand dollars ($250,000) in the aggregate, to be evidenced by the demand promissory note of the second party to the order of Ourselves, endorsed by the second party and delivered to the third party, in the sum of Two hundred and fifty thousand dollars ($250,000) , with interest at six per cent (6%) per annum, dated July 1st, 1924. The second party agrees to procure a guarantee of payment of the indebtedness secured by such note from a party satisfactory to the third party.

SECOND: At the time of making such advance the second party shall furnish to the third party a certificate, approved by the guarantor that such monies are needed for the making of said production and showing the application to said production of all sums previously advanced. It is understood, however, that Fifty thousand dollars ($50,000) will be advanced on execution of this agreement to cover cost of story, scenario and expenses of director, staff and cast in preparing said production up to the time when "shooting" actually begins.

THIRD: The first and second parties as security for the said loan and to insure the repayment of the full amount thereof with interest to the third party, do sell, assign, transfer and set over to the third party, the motion picture negatives, prints and films of the feature photoplay now in the process of production, which is now known by and under the studio designation or name of "WRONG RECEIPT", which

name may be later changed to a permanent name or title, and also all moneys and royalties due to or to become due from the sale, leasing, exhibition and/or distribution thereof in the United States, its possessions and all foreign countries. The first and second parties hereby grant to the third party, its successors and assigns, full power and authority for its own use and benefit, and in the name of the first and/or second party, or in its own name, to ask, demand, receive, compound and give acquittances for any such contracts, royalties or moneys due or to become due, received or to be received, or any part thereof, and in their respective names or otherwise, to prosecute, settle, adjust and/or withdraw any suit or proceeding in law or in equity therefor, including all such contracts, agreements, royalties and moneys which in any way relate to or are a party of the feature photoplay referred to in Paragraph SECOND hereof.

FOURTH: The first and second parties further agree that the said photoplay now known by the studio designation of "WRONG RECEIPT", will be leased, exhibited and/or distributed through United Artists Corporation, or another booking or distributing company satisfactory to third party.

FIFTH: The first and second parties hereto further agree that they will authorize and direct the United Artists Corporation and/or any other distributing agent which may have an agreement with the first and second parties for the leasing exhibition and/or distribution of the photoplay herein referred to, to make payment direct to the third party, of all of such proceeds of such leasing, distribution or exhibition agreements, until otherwise directed by the third party.

SIXTH: The first and second parties further agree that in the event any moneys or royalties are paid to either of them on account of the sale, exhibition or distribution of the photoplay herein referred to, including the entire world,

as well as Road Shows, the same will forthwith be paid over to the third party as its property.

SEVENTH: The first and second parties further agree that the third party is the owner in its own right, by reason of this agreement, of the prints, negatives, story and scenarios of the photoplay known by the working title "WRONG RECEIPT", now or hereafter made, and that immediately upon the completion of said photoplay, the said negatives will be forthwith delivered to the third party, to be held by it in its exclusive possession, and the prints thereof will be forthwith delivered, immediately upon completion, to United Artists Corporation or another distributing corporation designated by third party, for the account of third party

EIGHTH: The first and second parties further represent and agree that all moneys and credits received from the third party on account of the loan herein referred to, shall be used and employed exclusively in the production and filming of the said feature photoplay now known by the studio designation "WRONG RECEIPT".

NINTH: The first and second parties agree that they will forthwith mark the ledger and/or other books of account or record wherein any reference is made to the photoplay "WRONG RECEIPT", or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof, with a statement in substance as follows:

> "The negatives and films of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof, and the proceeds and all moneys received or to be received therefrom, are the property of the Empire Trust Company of New York, under an agreement made and entered into between David W. Griffith, D.W. Griffith, Inc., and Empire Trust Company of New York, dated July 1, 1924".

TENTH: The first and second parties agree to deliver to the third party forthwith, policies of insurance covering the said photoplay against loss by fire, theft or otherwise,

and keep the same insured in an amount sufficient to pay the amount of the loan herein referred to. The said policy or policies of insurance shall be payable to Empire Trust Company of New York, and/or the guarantor referred to in Paragraph SECOND hereof.

ELEVENTH: The third party shall at no time be responsible for the loss or destruction of the said negatives or for the safe custody of the said films or negatives.

TWELFTH: The first and second parties hereby waive presentment, demand, protest and notice of dishonor of the note herein referred to, and of any and all other notes or obligations of the said first and second parties or either of them at any time held by the third party.

THIRTEENTH: It is further understood and agreed that in addition to the collateral herein provided for, any moneys on deposit with the third party to the credit of the first and/or second parties, may be applied by the third party to the liquidation of the obligation herein provided for, or any other obligation of the first and/or second parties at any time outstanding and held by the third party.

FOURTEENTH: The second party hereby constitutes and appoints the third party and any of its officers, employees or agents, its true and lawful attorney in fact, to inspect and take excerpts from the books of account of United Artists Corporation or any other corporation through which the second party may now or hereafter distribute, sell, lease or exhibit the photoplay herein referred to, the same and under the same circumstances and conditions as the second party might or could do in accordance with any contract with such United Artists Corporation or any other distributing organization now had or hereafter made.

FIFTHEENTH: It is further agreed between the parties hereto that the third party may at any time, after

thirty (30) days from the date hereof, call for immediate payment of the loan herein referred to, and upon demand being made at the office of the third party in the City of New York, the first and second parties agree that they will forthwith pay to the third party the full amount of the said obligation which may be outstanding, together with interest.

SIXTEENTH: The first and second parties further agree that the third party may, in its discretion, upon default in paying the balance due at the time of such demand, with interest thereon, sell, assign, transfer or set over by public sale, on not less than ten (10) days' written notice by mail to the parties of the first and second parts, addressed at the office of the second party in the City of New York, the said negatives, films, prints, contracts and/or leases, and the purchaser thereof shall acquire the full and exclusive right to the use of the name of the first party, DAVID W. GRIFFITH, in connection with said photoplay as well as to the exclusive right to said photoplay referred to herein and all of the negatives and positives thereof, with full power, right and authority to alter the story or to cut or change the positives or negatives of said photoplay, and to retain the name of the first party as producer thereof, Any moneys received from such sale shall be applied on account of the indebtedness herein referred to.

SEVENTEENTH: This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the first party has hereunto set his hand and seal, and the second and third parties have caused these presents to be signed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, the day and year

first above written.

_____(L.S.)

D.W.GRIFFITH, INC.

ATTEST:

By_____

_____

EMPIRE TRUST COMPANY OF NEW YORK

By_____

ATTEST:

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK.)

On this 1st day of July, 1924, before me personally came ALBERT H.T.BANZHAF, to me known, who being by me duly sworn, did depose and say that he resides at Larchmont, New York; that he is the Secretary of D.W.GRIFFITH, INC. one of the corporations described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[illegible]

[illegible]

[illegible]

(Signature)

[illegible]

Tuberculous Plaque
(enlarged)

July 1st 1924.

Empire Trust Company,

New York, N.Y.

Gentlemen:

If you will advance moneys to D.W.GRIFFITH, INCORPORATED, so that they may make and produce the picture known under the working title as "WRONG MANSIFT", based upon a story by Geoffrey Moss, which will be distributed through us and in consideration of your advances to them so that we may obtain such distribution, we agree to pay to you within three weeks of the played and earned date, 77½ of the gross rentals of said picture in the United States and also the producer's share of all receipts of foreign distribution, (which varies in each country), all without deduction of any indebtedness of D.W.GRIFFITH, INCORPORATED to the undersigned; excepting only that if the undersigned should advance any moneys for the positive prints of said production, such moneys may be first deducted from the aforesaid receipts.

Yours very truly,

UNITED ARTISTS CORPORATION.

By Maurice J. Cleary
Treasurer.

AGREEMENT dated July 1, 1924, by and between DAVID W. GRIFFITH, of Mamaroneck, County of Westchester, State of New York, (hereinafter called Mr. Griffith) party of the first part; D. W. Griffith, Incorporated, a Maryland corporation, (hereinafter called the Griffith Corporation) party of the second part, and FAMOUS PLAYERS-LASKY CORPORATION, a New York Corporation (hereinafter called the Famous Corporation) party of the third part.

The parties have heretofore entered into an agreement dated June 10, 1924, pursuant to which the Famous Corporation agreed to procure for the Griffith Corporation an amount needed to finance the production of a motion picture photoplay to the extent of $250,000. Famous Corporation has procured said financing by an agreement dated July 1, 1924, between Mr. Griffith, the Griffith Corporation and Empire Trust Company of New York.

The parties have knowledge of both the agreements hereinbefore mentioned.

In order to procure said financing Famous Corporation has been required to guarantee payment by Mr. Griffith and the Griffith Corporation of all amounts which may become payable under the terms of said agreement dated July 1, 1924.

In consideration of the premises and in performance of their several obligations under said agreement dated June 20, 1924, Mr. Griffith and the Griffith Corporation jointly and severally agree with the Famous Corporation, as follows:

I. They will fully and promptly pay all sums of money which may become payable to Empire Trust Company of New York or otherwise, and fully and promptly perform all their obligations, pursuant to said agreement dated July 1, 1924, and will exonerate, indemnify and hold harmless the Famous Cor-

poration from and against all expense, obligations and liabilities of every nature whatsoever in connection with or resulting from said guaranty by the Famous Corporation or otherwise in connection with said agreement dated July 1, 1924, (including all costs of defending or prosecuting any litigation involving said guaranty, said agreement dated July 1, 1924, or any security given or to be given by Mr. Griffith or the Griffith Corporation for repayment of the monies to be provided thereunder).

II. From time to time, simultaneously with furnishing to said Empire Trust Company of New York certificates provided for by paragraph Second of said Agreement dated July 1, 1924, they will deliver to the Famous Corporation duplicates of such certificates.

III. With all reasonable diligence they will complete the production of the photoplay mentioned in said agreement dated July 1, 1924, and begin the release thereof, and when such release shall have been made they will deliver to the Famous Corporation weekly, until such time as all obligations of Mr. Griffith and the Griffith Corporation under said agreement dated July 1, 1924, shall have been fully performed, a statement of the total amount of monies received by Mr. Griffith or the Griffith Corporation on account of the purchase or sale, leasing, exhibition or distribution of said photoplay and the amount paid over to Empire Trust Company pursuant to said agreement dated July 1, 1924.

IN WITNESS WHEREOF the parties of the first and second part have caused this agreement to be executed under their respective seals as of the day and year first above written.

D W Griffith

D. W. GRIFFITH, INCORPORATED.

D W Griffith
President.

Attest:
Albert H Banzhaf
Secretary.

Form No. 101

FAMOUS PLAYERS-LASKY CORPORATION

INTER-OFFICE COMMUNICATION

To MEMO RE SEVENTH CONTRACT.

Date July 1, 1924.

In connection with Paragraph Fourth of the agreement of July 1st with the Empire Trust, Mr. Banshaf discussed the language of Paragraph Fourth, and I told him that my intention in the phraseology there was to protect the Empire Trust only in the event that United Artists refuses, for some reason, or is unable to distribute. In that event, the Empire Trust can designate the distributor, but it is not intended that the Empire Trust or the guarantor will have anything to say if the United Artists is prepared to distribute.

E.J.Ludvigh

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July 1st 1924.

United Artists Corporation,

New York, N.Y.

Gentlemen:

Please take notice that we have assigned to EMPIRE TRUST COMPANY OF NEW YORK, 580 Fifth Avenue, the negatives, positives and all moneys and royalties due or to become due from the sale, leasing, exhibition and/or distribution of the prints of the motion picture production now known by the working title "WRONG RECEIPT" based upon a story by Geoffrey Moss, throughout the world.

Please pay such moneys and royalties as and when received by you to said EMPIRE TRUST COMPANY of NEW YORK.

Yours very truly,

D.W.GRIFFITH, INCORPORATED.

By Albert H. Gray

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July 2nd 1924

William Kennelly, Incorporated,
149 Broadway,
New York City.

Gentlemen:- Attention Mr. Wm. Kennelly, Pres.

We beg to acknowledge receipt of your letter of the 30th ult., relative to the Griffith property at Mamaroneck, formerly known as the "Flagler Estate."

The writer is afraid that Mr. White does not quite understand the facts of the status of the negotiations with Mr. White and with Mr. November relative to the terms upon which this property was to be purchased.

The last time Mr. White called on the writer, he told him that he was unable to meet the terms of Mr. White's clients relative to permitting them to enter into possession of any part of the property during the interim between the signing of the contract and the closing of title, as well as other conditions which Mr. November wished to insert in the contract, and that therefore the proposition was withdrawn. This is the present status of the matter.

The writer did, however, tell Mr. White that he would keep Mr. White's clients in mind and give him the first chance to make a bid for the property before submitting it to anyone else, and that in the meantime if the writer could get the approval of one of the other directors, he would circularize the stockholders in an endeavor to obtain their consent to the sale of the property prior to entering into any contract and thus save time on the part of all parties concerned, if the deal can finally be consummated.

Very truly yours,

D. W. GRIFFITH, INCORPORATED,

By

Secretary

B:R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FRANK H. HITCHCOCK
[illegible] MADISON AVENUE
NEW YORK CITY

July 8, 1924.

Mr. Albert L. Gray,
Vice-President and General Manager,
D. W. Griffith, Inc.,
[illegible] Longacre Building,
New York City.

My dear Mr. Gray:

Mr. Robert W. Chambers, who returned this week from his summer home in Broadalbin, New York, has asked me to make inquiry from you about the business that is being done by the picture "America". Because of his interest in the net profits, he is anxious to know what the prospects are of his receiving before long some income from the picture. May I trouble you to let me have for Mr. Chambers a financial statement showing in reasonable detail the cost of the production and what has been derived therefrom in the way of income up to the 1st of July?

With kind regards,

Yours very truly,

FRANK HITCHCOCK.

F.H.

FH-EB.

Mr Austin
See Mr Gray

Brooklyn, July 2, 1924

D.W.Griffith Inc:
to Carlo Sodero

5 pages piano score @ $0.50 per page.....$2.50
15 pages orchestration @ $2.00 per page...$30.00
Orch: parts copied @ $0.30 per page
(46 pages).....$13.80

$46.30

Carlo Sodero
1364-77th Street, Brooklyn, N.Y.

To D.W. Griffiths Inc.

To copying
13 pages Dance of Furies
$3.90

Chas. K. Davis

N.Y., June 28, '24

D. W. Griffith, Inc.
To
Max Roop Dr.

26	Nancy made Wife	2 p.	- 40
27	Mark goes North	6 p. @ 1/2	2.30
29	Indian Dance (Charges)		1 00
31	Italian Capriccio	p. 2½	1.25
32	Butter in Boston	Parts 13 p.	3.40
			- 50
	June 23: 1½ Hours		2.25
	26: 1 Hour		1.50
	27: 1½ Hours		2.25
33	Butter Theme	p. 3 p.	1.50
		parts 16 p.	4.80
35	Madon	p. 2½	1.25
		parts 10½	3.15
38	Mignon	Piano - Strings	1.40
39	Continentals Waiting	do	1.40
40	Sudan	do	1.40
43	Nancy in room	do.	1.40
44	At Dawning	p. - parts	3.15
45	Vampire	parts 15 p.	4.50
47	Ride	p. 5 p.	2.50
		parts 24 p.	7.20.

Total $49.50.

July 3rd, 1924.

Central Union Trust Co.,
60 Broadway,
New York City, N.Y.

Dear Sirs:-

In answer to your letter from Mr. Muhleman, in which he refers to the so-called deferred items on the statement that we gave to Mr. O'Leary, totaling $425,306.32, please be advised as follows:-

J.C. EPPING - $47,500.00
This amount is a loan made by Mr. Epping on September 1923. It is not to be repaid until after the Central Union Trust Company has received their money and Mr. Powers has received all of his money.

PAYROLL CHECKS HELD - $32,385.00
These checks are held with the consent of the employees. These employees are men that have been in our employ for a number of years and are willing, in every way, to help us when it is necessary.

D.W. GRIFFITH'S SALARY - $109,526.13
This is salary due Mr. Griffith and he vouches that it will not be paid until after the Central Union Trust Company and Mr. Powers have received everything that is due to them.

MR. GRIFFITH'S SPECIAL ACCOUNT - $1250.00
This represents a special loss made by Mr. Griffith to meet some extraordinary exploitation expenses while we were showing our production "AMERICA". This may possibly be repaid to Mr. Griffith at an early date and if it does it will be taken from money received from other sources other than the United Artists Corporation.

MR. CLIFTON - $27,300.00
This is money due Mr. Clifton on an agreement going back to the time of "WAY DOWN EAST". This agreement calls for the payment of the money to Mr. Clifton as soon as we can spare it.

UNITED ARTISTS CORPORATION - $164,854.77
$107,220.82 represents the amount due to the United Artists Corporation as retroactive commissions earned on our pictures. It is to be paid off for a period of three years. The balance $57,633.95 is advanced by the United Artists on our pictures and is to be repaid from the gross receipts of our pictures on a played and earned basis, that is the United Artists have advanced us moneys received from the exhibitors before the picture was played by these exhibitors. This will be wiped out as these playedates are filled in and the pictures are played at these respective theatres.

MISS MAE MARSH - $9600.00
This is money due Miss Marsh on the picture, "THE WHITE ROSE" but it is not to be paid to her until we have made all the payments due the Central Union Trust Company and Mr. Powers.

NEW YORK STATE TAX - $22,640.40
This is a Franchise Tax assessed against us by the New York State. This is now being contested therefore it is a deferred item until judgment has been passed upon it.

A.H.T. BANZHAF - $8,900.02
This is money due Mr. Banzhaf for salaries and same will not be paid until after the Central Union Trust Company and Mr. Powers have received their money.

MR. BANTEL - $1350.00
This is for an increase in salary given to Mr. Bantel who is our Superintendant of Construction at the studio. It dates back to last October 1923, and is not payable until after the Central Union Trust Company and Mr. Powers have received their money.

Trusting that the above information will clearify your mind as to why we set these items up as deferred charges, I am

Very truly yours,

D.W. GRIFFITH, INC.

RBA:REB

Empire Trust Company,
580 Fifth Avenue,
New York City

Gentlemen:

You will please pay the proceeds of the promissory note referred to in the annexed agreement, dated July 1st, 1924, between David W. Griffith, as first party, D. W. Griffith, Incorporated, as second party, and yourself as third party, to Famous Players-Lasky Corporation, as and when they demand it.

Yours very truly,

Dated, New York, July 3rd, 1924.

D.W.GRIFFITH, INCORPORATED

By: D W Griffith

President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Affidavit of Service on Individuals

City and State of New York, County of ss:

being duly sworn, deposes and says, that he resides at

and that on the

day of 192 , at No.

, he served the within Summons and Complaint on

the defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; defendant knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 18 years and not a party to this action.

Sworn to before me this }
day of 192 }

Commissioner of Deeds, City of New York,
Notary Public. County of

Affidavit of Service on a Corporation

City and State of New York, County of ss.
being duly sworn, deposes and says, that he resides at

and that on the

day of 192 , at No.

, he served the within summons and complaint on

a corporation, the defendant therein named by delivering to and leaving a true copy of each thereof personally with
an officer of said corporation, to wit, its
deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein and knew said
to be such officer thereof at that time; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this }
day of 192 }

Commissioner of Deeds for the City of New York
Notary Public, County

SUPREME COURT: NEW YORK COUNTY.

CLARK D. PRASE,

Plaintiff

vs.

DAVID WARK GRIFFITH,

Defendant

Summons

SCHLESINGER & SCHLESINGER
Attorneys for Plaintiff
17 East 42nd Street,
New York City.

To the Defendant

Notice is hereby given to you that, upon your default to appear, or answer the within summons, judgment will be taken against you for the sum of $2419.15 with interest from the 31st day of July 1923, together with the cost of this action.

SCHLESINGER & SCHLESINGER
Attorney for Plaintiff
Office and P. O. Address,
17 East 42nd Street,
Borough of Manhattan New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Summons with Notice

Form prepared by Hilton Brown, Phoenix Bldg. New York City.

SUPREME COURT : NEW YORK COUNTY.

CLARK D. PRASE,

Plaintiff

against

DAVID WARK GRIFFITH,

Defendant

Summons with Notice

To the above named Defendant

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within... twenty ..... days after the service of this summons, exclusive of the day of Service, and in case of your failure to appear, or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated ...July...3rd.....19 24

SCHLESINGER & SCHLESINGER

Attorneys for Plaintiff

Office and P st Office Address,

No. 17 East 42nd Street

Borough of Manhattan

City of New York.

PHONE: GERRARD 1788

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL CHEQUES TO BE MADE TO WALTER GIFFORD ROOM 33 VICTORY HOUSE LEICESTER SQ. LONDON

Third Day of July --
Nineteen Hundred and Twenty Four.

Albert L.Grey, Esq.,
505 Longacre Building,
New York City.

Dear Mr.Grey,

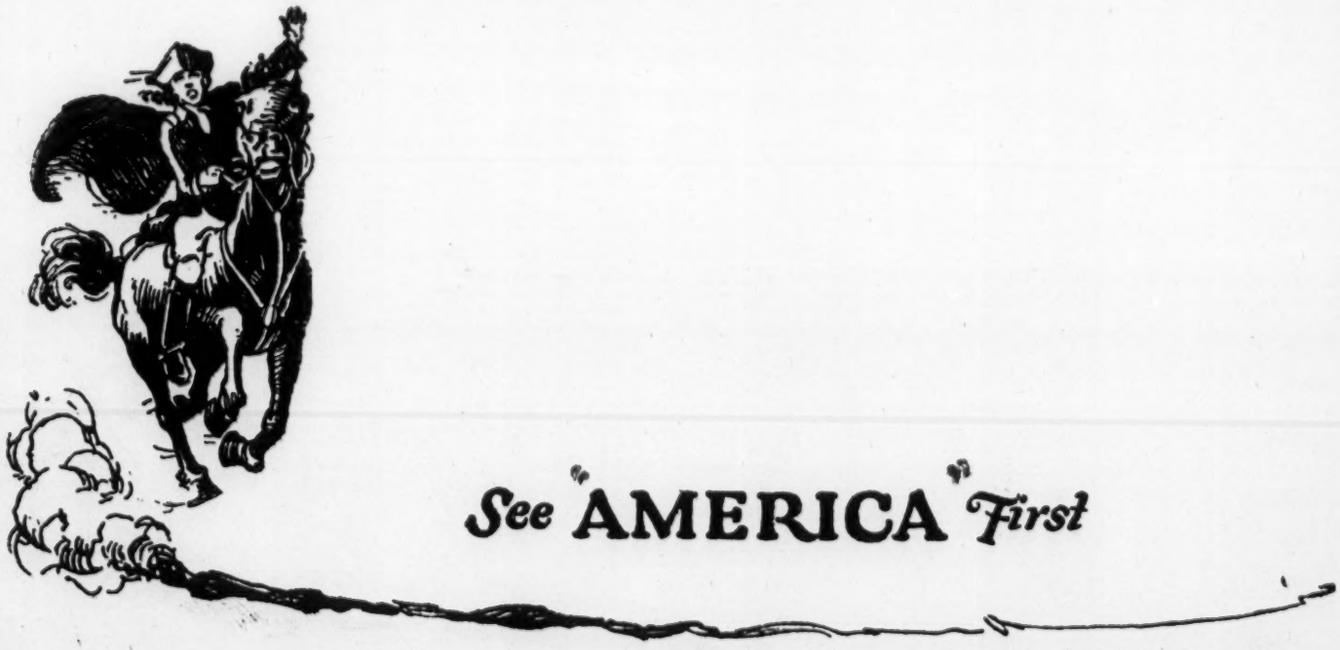
I have now received completed assignment for "ISN'T LIFE WONDERFUL" from Major Moss, and hasten to send it to you.

You will note that the money is due to be paid one calender month after June 20th, but as this is on a Sunday, I would suggest that the cheque be sent to reach him not later than Saturday July 19th.

Regards.

Yours sincerely,

Walter Gifford



July 2, 1924.

Mr. Russell H. Whitman,
New York Commercial,
New York, N. Y.

My dear Mr. Whitman:

Owing to the fact that my secretary was sent by the company to Milwaukee, I did not see your letter until to-day.

I wish to thank you from the bottom of my heart for your kindly words, indeed about the nicest thing that has happened to me in this line in all my life.

In the latter part of your letter you state that you hope my returns are commensurate with my efforts in the line of the class of pictures of which "America" is a sample. I regret to state that this is not the case, the fact of the matter being that I have had quite a bit of struggle for years in an effort to give to the people a class of entertainment that would also contain something more and better than the average entertainment, and still secure enough financial return to keep on going and also maintain a fairly high ideal in production. It is often a temptation to just follow the line of the average sensational production which, as you know, will give me the best and surest financial return. However, I have no regrets and such interest as yours gives me encouragement to fight it out along these lines as long as possible.

I am going abroad to-morrow on a production which I am making. Have again skipped the ideas, the sure fire money getting ideas, for a story which I think is very much needed at the present time. I expect to return in about six weeks to finish the production here in America, and would then like very much indeed to meet you. I will get in touch with you upon my return, with this end in view.

Thanking you again, and with very kindest regards, I am believe me,

Yours most sincerely,

DWG/CC

NORMAN R. MURAY, Vice-President
AND GENERAL MANAGER
JAMES WYPER, Vice-President
ARE L. D. HEARNEY, Vice-President

R. H. RUSSELL, President
CHAS. E. CHASE, Chairman
BOARD OF DIRECTORS

A. COLLINS LEE, Secretary
G. A. GLAZIER, Secretary-Treasurer
R. G. L. HAMILTON, Controller

HARTFORD
ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT

CLAIM DEPARTMENT
WILLIAM A. EARL
SUPERINTENDENT

NEW YORK OFFICE, 110 WILLIAM STREET
PAUL RUTHERFORD, MANAGER
TELEPHONE: BEEKMAN 0800

New York July 3rd, 1924.

Banzhaf, Pembleton & Littick, Esqs.,
150 West 42nd Street,
New York City

Attention of Mr. Banzhaf

Dear Sir:

Re: Doctors Service Corps, Inc. -vs-
D. W. Griffith, Inc.

In accordance with the writer's conversation with Mr. Banzhaf, during the early part of this week, we are enclosing herewith the following papers in connection with the above case:

Draft for Four Hundred Seven Dollars and Fifty ($407.50) Cents, being the Hartford's fifty percent of the amount of settlement, Eight Hundred and Fifteen ($815.00) Dollars; Stipulation of Discontinuance, which has been duly executed by us; General Release, which we understand you will have D. W. Griffith, Inc., execute, releasing us from any liability under our policy in connection with the claim of Dr. Lemuel Caro, who is plaintiff's assignor, together with the file including the pleadings.

As this case was settled on or about June 16th, 1924 for $815.00, under an agreement with D. W. Griffith, Inc. whereby it was to pay fifty percent and the Hartford to pay the other fifty percent thereof, in view of the fact that you have experienced some difficulty in procuring D. W. Griffith's fifty percent of this settlement, we are turning the entire matter over to you for final settlement.

Very truly yours,

HARTFORD ACCIDENT & INDEMNITY CO.,

Per: Wm. A. Earl

ABT:MS

Form 10-811

RELEASE

FOR THE SOLE CONSIDERATION OF THE SUM OF

FOUR HUNDRED SEVEN and 50/100= = = = = = = = = = = = Dollars ($407.50)

lawful money of the United States to me in hand paid this 3rd day of July 1924

by HARTFORD ACCIDENT & INDEMNITY COMPANY

W. D. W. GRIFFITH, INC., Orienta Point, Mamaroneck, New York being of lawful age,

hereby release, acquit, and forever discharge the said

HARTFORD ACCIDENT & INDEMNITY COMPANY

its successors and assigns, from any and all actions, causes of action, claims and demands accrued and to accrue on account of any and all known and unknown injury, loss and damage whatsoever ~~sustained~~ under Policy US.123463 by reason of any claim of or cause of action by ~~happening or about the day of~~ 19 LEMUEL CARO, M. D.

It is expressly understood and agreed that the acceptance of the said amount of $407.50 is in full accord and satisfaction of a disputed claim and that the payment of the said sum of $407.50 is not an admission of liability.

In Witness Whereof, I have hereunto set my hand and seal this 8 day of July 1924

D. W. Griffith Inc. [SEAL]

By Albert R. Gray Vice Pres

WITNESSES:

Name Robert B. Austin Address 1476 Broadway New York City

Name J. W. Campbell Address 1476 Broadway, New York City

STATE OF ..... }
COUNTY OF ..... } ss.

On this ..... day of ..... 19..... before me personally appeared ..... to me known to be the person described herein and who executed the foregoing instrument, and ..... acknowledged that ..... voluntarily executed the same.

..... *Notary Public.*

20m 2-13-'23

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July 3rd, 1924

Empire Trust Company,
New York City.

Gentlemen:-

Referring to the annexed direction dated July 3rd, 1924, from D. W. Griffith and D. W. Griffith, Incorporated, please deliver to Famous Players Lasky Corporation, check to its order in the sum of $50,000.

Yours very truly,

FAMOUS PLAYERS LASKY CORPORATION

By _____
Treasurer

July 3rd, 1924.

Mr. Gallaway,
Central Union Trust Company,
80 Broadway,
New York City, N.Y.

Dear Mr. Gallaway:-

Enclosed please find list of payments to be made for week ending July 12th. Will you kindly take this matter up with Mr. O'Leary and see that a letter is forwarded to the United Artists Corporation, so that they may release the money to cover these payments?

Enclosed please find list of expenses segragated as per your request when I call on you Tuesday.

Thanking you for your attentin in this matter and assuring you that I will do everything to co-operate with you in all matters, I am

Very truly yours,

D.W. GRIFFITH, INC.

RBA:REB

TOTAL EXPENSES FOR D.W. GRIFFITH, INCORPORATED SEGREGATED AS PER REQUEST OF MR. HAGGAWAY OF THE CENTRAL UNION TRUST COMPANY

SALARIES
Salaries for week ending July 5th which are to be paid for out of the loan negotiated to the Famous Players-Lasky Corporation.

PRINTING
There is to be printed on a new production "AMERICA" at least one-hundred copies of the print as it is now out being released through the United Artists Corporation. For the first payment these prints can be extended to December 31st.

There is to be printed at lease one-hundred or one-hundred and fifty copies of the music-score for our production "AMERICA". The total cost of which will be $3500 and this will have to be met with the next sixty or ninety days.

ADVERTISING
All advertising is now being handled through the United Artists Corporation and does not come as a direct charge to us, but it is deducted from our share of the rentals which we receive from the United Artists.

RENT
There is no rent at the studio except the interest on the mortgage which is payable every six months. The rent for the New York Office amounts to $625.00 a month and is payable monthly, (I am including this amount in my miscellaneous expenses for the week ending July 12th.)

INTEREST
There is an interest charge of $19,572.48 due the Central Union Trust Company on account of their loan and there is due to Mr. Powers on account of his loan, $3,033.33 These items we are trying to get to as fast as we possibly can. There is other interest charges but they amount to less than $50.00 a month, which we pay for when a creditor discounts a note or a trade acceptance which we send them in payment of their invoices.

D IN CHILE

GRIFFITH SAILING TO WORK ABROAD

Big Film Producer Will Make "The Dawn" in Germany

7/4/24

D. W. Griffith will leave with his players and staff on the steamship George Washington Friday, July 4, sailing for Germany to take exterior scenes for his next production. Later he expects to go to England for other scenes. The story of his next production has been prepared by Geoffrey Moss, most popular of the later English writers, who is now having a great vogue abroad. It is an original work known under the working title of "The Dawn."

Mr. Griffith plans to introduce an international cast of players, recruiting from the Moscow Art Theatre company and German, Italian, English and American talent. The Italian will be presented by Frank Puglia, the young actor whom Griffith found in Mme. Guglia's company in a little downtown theatre several years ago. He now accepts Puglia as one of the ablest of the younger motion picture actors.

Carol Dempster, who has played many important roles in Griffith pictures, and Neil Hamilton, the new leading man, will head the company. Griffith has publicly described Hamilton as "having as great possibilities as any young actor in motion pictures."

This is Griffith's first motion picture venture abroad since he made the war scenes for "Hearts of the World." In the new picture he hopes to introduce pantomimic effects new to the screen, as he believes the motion picture public has been awakened to more subtle effects. The company will be abroad about six weeks.

July 4th 1934.

Hiram Abrams Esq.,
THE ALLIED ARTISTS CORP.LTD.,
729 Seventh Avenue,
NEW YORK CITY.

Dear Mr. Abrams,

REPORT NO. 28. - - - - WEEK ENDING JUNE 27TH 1934.

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The Expenses for the week ending June 27th are not available at the moment as the Balance Sheet for the month of May is in course of preparation.

4. The total business from each of the Branches for the week just ended amounted to:-

Birmingham	£ 390. 0. 0	
Cardiff	174. 0. 0	
Glasgow	164. 0. 0	
Leeds	565. 0. 0	
Liverpool	179. 0. 0	
London	461. 0. 0	
Manchester	96. 0. 0	
Newcastle	15. 0. 0	
Ireland	- - - - -	£ 2044. 0. 0

The Cash Collections for the week just ended amounted to . . . . . £ 2409. 8. 4

Yours sincerely,

(Sgd) M. Silverstone.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. BANGHAM, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 5th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Birth of A Nation		3029		
The Idol Dancer		269		
Picture U-8	9038			9038
	9038	3298	0	9038

Positive stock used

Eastman	12067	
Agfa	269	12336

Negative stock used

Regular 9038

D.W. Griffith, Incorporated
Statement of Cash Receipts & Disbursements for Week Ending July 5, 1924.

Balance on hand June 28, 1924.		855.00	
Received During Week			
United Artists Corp.	19000.00		
Florence Epping Loan	8000.00		
J.C. Epping Special Loan	31000.00		
Empire Trust Co. (New Picture)	6500.00		
Total Receipts		58500.00	
Total Cash for Week.			59355.00
Disbursements			
Eaves Costume Co.	500.00		
Consolidated Film Inc. Inc.	4083.83		
Mme. Lisette	500.00		
M.B. Newcomb	1249.74		
Capehart-Carey Corp.	4438.36		
Motion Picture News	320.00		
A. Leiser & Co. Inc.	426.77		
Eaves Costume Co.	3000.00		
Gascoigne, Reid & Co.	3814.26		
Capehart-Carey Corp.	2289.31		
Rhodia Chemical Co.	171.50		
Blue Bird Taxi Corp.	954.09		
Geo. A. Stobie	251.50		
Central Union Trust Co.	15000.00		
		36999.36	
Travelers Insurance Co. (Policy Held by C.U.T.Co.)		5137.50	
Special Disbursements on a/c of Mr. Griffith Sailing			
United States Lines	5619.00		
First Nation. Bank.	7164.89		
A. Sintzeneck	50.00		
D.W. Griffith (Special Loan)	1250.00	14083.89	
Sundry Disbursements			
Wm. J. Hannen	100.00		
J.M. Austin	50.00		
Brooks Brothers	178.37	328.37	
Total Disbursements			56549.12
Cash Balance 7/5/24			2803.97

D.W. Griffith Inc.

Statement of Cash Receipts & Disbursements for ~~Week~~ Ending July 5 1924

Balance on hand June 29 1924		5,438.01	
Received During Week			
Royal Artists Corp	19,000 —		
Clarence Badger Loan	2,000. —		
J.C. Epper, Special "	31,000 —		
Compensation Co (Mr Griffith)	6,500 —		
Total Receipts		58,500	
Total Cash for Week			63,938.09
Disbursements			
Equity Coating Co	500 —.		
Consolidated Film Ind. Inc	40,583.		
Mme Lisette	500 —.		
M. B. New York	12,497.4.		
Capehart Carey Corp.	44,836.		
Motion Picture News	320 —.		
A. Leiser & Co Inc.	42,677.		
Equity Coating Co	3,000 —.		
Gascoigne Reid & Co	38,142.6.		
Capehart Carey Corp.	22,893.1.		
Rhodia Chemical Co.	1,715.0.		
Blue Bird Taxi Cab Co.	954.09.		
Geo A. Stobie	251.50.		
Central Union Trust Co.	15,000 —		
		36,999.36	
Travelers Insurance Co. (Policy Held by C.U.T. Co.)		5,137.50	
Special Disbursements on a/c of Mr Griffith Sailing			
United States Lines	56.19 —		
First National Bank	7,164.89		
A. Sintzenich	50 —		
D.W. Griffith (Special Loan)	12,500 —	14,083.89	
Sundry Disbursements			
Wm. H. Hannon	100 —		
J. M. Austin	50 —		
Brooks Brothers	178.37	328.37	
Total Disbursements			56,549.12
Cash Balance 7/5/24			2,803.97

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July 6th 1924.

Mr. Albert L. Grey,
Vice-Pres., D.W.Griffith Inc.,
1476 Broadway,
New York City.

Re: McCarthy & Mitchell agreement on "WAY DOWN EAST" and "TWO ORPHANS"

Dear Mr. Grey:

Pursuant to the agreement entered into between D.W.Griffith Incorporated and McCarthy and Mitchell dated the 26th day of September, 1921, I find that Messrs. McCarthy & Mitchell are not authorized to exhibit the above pictures in Java. MissConway in telephoning me about this matter stated that Mr. McCarthy had said that his rights were for the Kingdom of Netherlands and her Colonies. Either Miss Conway or Mr. McCarthy is in error since the contract specifically states as quoted below:

> "The Lessor hereby grants to the Lessees the sole and exclusive right subject to the performance of the terms and conditions required to be performed by said Lessees to distribute or exploit the aforesaid motion picture productions, one entitled "WAY DOWN EAST" and the other entitled "TWO ORPHANS" ***** in France, Belgium, Switzerland, Holland and all of Czecho-Slovakia, hereinafter referred to as the Territory, <u>and not elsewhere</u> *****."
>
> "The Lessees shall not distribute or exploit such motion picture productions within said Territory hereinbefore described other than *********
>
> (c) By direct sale of territorial rights thereof, as commonly known in the trade and under written contract, subject, however, as to price and terms thereof to the approval of the Lessor, correct copies of which in each instance shall immediately upon execution be furhished to the Lessor."

In view of the unequivocal language of the contract Messrs. McCarthy and Mitchell have no rights to the Colonies of the Countries named, and the exhibition of the pictures in Java.can be enjoined., as against them or their assignees.

Kindly give me your instructions as to whether I should proceed to take steps to enjoin the showing of the pictures in Java.

Very truly yours,

R/GDM

C O P Y

ALLIED ARTISTS CORPORATION, Ltd.
66-68 HARDWIK STREET
LONDON, E. 1.
ENGLAND

July 7, 1934

Simon Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING JULY 4, 1934

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended June 27th amounted to £586 and for the week ended July 4th, £791.

4. The total business from each of the branches forthe week just ended amounted to:

Birmingham	nil
Cardiff	£128. 0. 0
Glasgow	395.10. 0
Leeds	182.10. 0
Liverpool	12. 0. 0
London	258. 0. 0
Manchester	155. 0. 0
Newcastle	237. 0. 0
Ireland	107. 0. 0
	£1475.0. 0

The cash collections for the week just ended amounted to £2310.15. 0.

The returns for the week as can be readily seen are extremely bad. I did not arrive at the office until late on Wednesday and did not have much opportunity during the remainder of the week to get after the boys as I had to go to Paris in order to see the stars there. In addition to this I rejected quite a number of contracts that were waiting for me upon my return since the prices were very poor and I accordingly returned these contracts to the managers to endeavor to get them increased.

I am confident in saying that this week will show a tremendous improvement over last week.

Very truly yours, Silverstone

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July 7th 1924.

Mr. William J. Moran,
55 John Street,
New York City.

My dear Mr. Moran:

Thank you for your letter of the 1st inst. relative to your activities in regard to the proposed golf site including the property owned by the Griffith Company. I certainly appreciate your prompt attention to this matter and I trust that your engineers will be able to give you a conclusive answer within a week or two, and in the meantime we will "stand by" for such a period.

I want to again thank you for the pleasant afternoon Mrs. Banzhaf and I spent at your daughter's garden party and I also wish to state that Mrs. Banzhaf and I enjoyed your and Mrs. Moran's visit very much. Be sure if you are motoring out Connecticut way to stop at "White Bridge Farm" on the Shore Road in Greens Farms at the boundary of Southport.

Parenthetically, we have stolen the name "White Bridge Farm" from the unoffensive bridge which spans the creek on the Shore Road adjoining our property and which is a great means of identification.

With kindest regards and best wishes, I remain

Sincerely yours,

AHTB/GDM

New York Evening Journal
Office of A. Brisbane

New York
July 7th
1924

Mr. David Wark Griffith
Mamaroneck, New York

My dear Mr. Griffith:

Thanks for your letter of the first and the very friendly way in which you speak of my work.

I expected when I saw you that you had been caught up in the maelstrom.

Yours sincerely,

A. Brisbane

July 7th 1924.

Allied Artists Corp.,
66 Wardour Street, W.1,
London, England. Attention Mr. Silverstone.

Dear Sir:

I am enclosing three bills of Guedalla, Jacobson & Spyer, as follows:

	s.	d.
Services D.W.GRIFFITH INC. - - -	85.15.	10.
" re ORPHANS OF THE STORM - -	19.55.	9.
" re ONE EXCITING NIGHT	7.11.	9.
	£112. 9.	4.

all of which services were rendered to D.W.GRIFFITH, INCORPORATED.

Will you kindly pay these bills out of the Griffith share of gross receipts monthly in the order named; that is, one bill per month, and charge the same to the Griffith account. You will note that these enclosures have been O.Kd, two by Mr. Grey and one by me.

Will you kindly advise Mr. Guedalla thereof. I am also sending you a copy of my letter to him relative to this matter so that you may understand the situation.

Thanking you for your courtesies in this matter and with kindest regards and best wishes, I remain

Sincerely,

AHTB/GDM
Encs.

July 7th 1924.

Messrs. Guedalla, Jacobson & Spyer,
Winchester House,
Old Broad Street,
London, E.C.2,
ENGLAND.

Attention Mr. Guedalla.

Dear Mr. Guedalla:

I owe you a thousand and thanks some apologies relative to your bills in connection with professional services for the Griffith Company. I can assure you, however, that this has not been due to any lack of appreciation of your services to the Company, but I must confess it is rather due to an appreciation of the fact that you have always been so close to the Corporation that we have treated you as more or less a member of the family and therefore we have imposed upon you like we, ourselves, have been imposed upon for the general welfare of all concerned. I know this does not pay your bills and I know that you should not be penalized for the Corporation's shortcomings. However, I am sure you will appreciate the fact that had we been able to liquidate this indebtedness we would have done so long before this.

I have forwarded your statements to the Allied Artists Corporation at London with instructions that they pay the same in three monthly installments out of the Griffith funds and charge the same to our account.

Thanking you for past courtesies and trust that you have not been and will not be unduly inconvenienced by the delay in payment, I am

Sincerely yours,

AHTB/GDM

Telephone Murray Hill 2-6 7 0 Cable Address GASREID, New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

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July 7, 1934

Mr. A.H.T. Banshaf,
150 West 42nd Street,
New York City.

Dear Mr. Banshaf:

With regard to the claim of the Doctors Service Corporation and/or Morris T. Schaffer, Attorney, we understand from Mr. Littick that he has communicated with Mr. Earl of the Hartford Accident and Indemnity Company, and they are going to submit their check for $407.50, and that Mr. Littick is endeavoring to arrange an extension of time with Mr. Schaffer.

We assume that the matter is safely in your hands and we will, therefore, file our papers, but would like you to advise us how you have adjusted the claim.

Very truly yours,

GASCOIGNE, REID AND COMPANY, Inc.

By C J Reid Jr
Vice President

CJR:L

July 7, 1924.

MEMORANDUM FOR MR. AUSTIN

To complete the information we presently have regarding the present status of D. W. Griffith, Inc., will you please have made up for us each week, beginning the first week in July, a complete itemized segregation of your cash income.

A balance sheet tied in to the list of indebtedness you gave us as of June 30th.

The amount of cash taken in by United Artists up to date each week on account of all pictures held by Central Union Trust Company as collateral.

List of payments coming due each month segregated as to names and amounts.

Continue rendering the same list each week of payments to be made the following week.

ATG:GC

List of Cash Disbursants Weekly,
" " " " By Weeks for June

HHA
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Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

July 7th, 1924.

Banzhaf, Pemblaton & Littick, Esqs.,
130 West 42nd Street,
New York City.

Attention Mr. Littick:

Gentlemen: In re Pease vs. Griffith

Just a line to advise you in respect to the above matter, in accordance with the request of your Mr. Littick.

The nature of the cause of action is for work, labor and services performed by our client, who is an automobile mechanic and for accessories sold, etc.

The writer had an understanding with your Mr. Littick upon the telephone last Thursday, the 3rd inst., to the effect that your Mr. Banzhaf would give us a notice of appearance if we did not have our summons served upon Mr. Griffith. We are enclosing a copy of our summons and by forwarding your notice of appearance, you will greatly oblige

Very cordially yours,

SCHLESINGER & SCHLESINGER

BY W. S. Schlesinger

WCBS/G
enc.

7 out matter

[redacted]

Oliver Ditson Company

Distinct Establishments

Dealers and Importers of

Music, Music Books and Musical Instruments.

178-179 Tremont Street

Agencies
Chas. H. Ditson & Co. New York.
Lyon & Healy, Chicago.

Boston, July 7, 1924

Mr. Cesare Sodero,
General Musical Director,
D.W.GRIFFITH, Inc.
303 Longacre Bldg.,
New York City

Dear Sir:

Yours of July 5th received in the absence of Mr. Woodman on vacation, and we note that you have not complied with our request made in letter of April 12th to Mr. Joseph Carl Breil, formerly in charge of the Musical Department, i.e.: "...if you will send us a release in duplicate, such as was sent us in June 1922, with a check for $151.88, we will sign and return without delay."

We have not in our possession a copy of the release mentioned, else would use it as the basis for a contract, and we believe the simplest solution would be for you to send us your regular form of release, as was done in the case of AT DAWNING. We will then send it to Mr.Woodman for his signature.

We enclose stamped envelope for reply, and remain,

Yours truly,
OLIVER DITSON COMPANY

MEW

At Dawning
If you nice only

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Other wise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, First Vice-President

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1924 JUL 8 AM 4 04

NS34 35 NL

LOSANGELES CA 7 X0358

ALBERT L GREY

ROOM 303 LONGACRE BLDG BROADWAY AT 44 NEWYORK NY

MONDAY MATINEE ONE EIGHTY NIGHT THREE TWENTY STOP WRIGHT AND I WERE UNABLE TODAY TO BRING OPPOSING FACTIONS TOGETHER TO ARRANGE EXTENSION STOP HUSSEY AND BANKERS BOTH SIDESTEPPING STOP WILL MAKE FURTHER ATTEMPT TUESDAY REGARDS

ROM KANE.

180 0/0 3/5

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CENTRAL UNION TRUST COMPANY OF NEW YORK

60 Broadway

NEW YORK

July 6th 1924.

EMPIRE TRUST COMPANY,
120 Broadway, N
New York City.

Dear Sirs:

The undersigned, Central Union Trust Company of New York, has no objection to D.W.Griffith and/or D.W.Griffith, Incorporated, borrowing $250,000. for the purpose of making a photoplay known by the working title "Wrong Receipt" founded on a story by Geoffrey Moss, subject to the conditions of Paragraph First of an agreement dated June 10, 1924, between David W.Griffith, D.W. Griffith, Incorporated and Famous Players-Lasky Corporation.

Very truly yours,

CENTRAL UNION TRUST COMPANY OF N.Y.

F.J.LEARY,

Vice-President.

July 6, 1924.

Central Union Trust Company,
60 Broadway,
New York City.

Gentlemen:-

In accordance with your request, herewith is Statement of showing of D. W. Griffith's pictures:

	SALES		CASH COLLECTIONS
	w/e 6/21/24		w/e 6/21/24
DREAM STREET	$107.75	(cr)	$156.75
EAST	935.00	"	995.00
ORPHANS	115.13		114.50
EXCITING NIGHT	540.23		958.75
WHITE ROSE	877.52		2522.52
AMERICA	27,760.00		13365.50 #

Approximate.

Yours truly,

UNITED ARTISTS CORPORATION

Controller
F. A. Beach

FAB:AP

[illegible]

	U.S.	[illegible]	[illegible]	CANADA	BALANCE
Sales W/E 6/28	$563,462.04			$44,485.45	
Played & Earned W/E 6/21	557,314.54			44,120.45	
Unplayed	5,843.50			365.00	
Producers Share	3,147.54			455.50	
Less Overpayment				[illegible]	
	$3,147.54			$[illegible]	$3,448.74

LOVE MACHINE

Sales W/E 6/28	$367,184.56	$3,018.60	$4864.33	$29525.00	
Played & Earned W/E 6/21	356,720.46	3,016.60	1864.33	28315.00	
Unplayed	10,464.10			1240.00	
Producers Share	5,109.68			868.00	
Less Overpayment	535.31			25.68	
	$4,574.37			$842.32	$8,416.79

DREAM DEALERS

Sales W/E 6/28	$512,890.23	$2,532.75	$2203.84	$32,576.50	
Played & Earned W/E 6/21	492,118.11	2,532.75	2203.84	26,602.34	
Unplayed	20,172.12			5,974.25	
Producers Share	15,633.39			4,183.38	
Less Overpayment	944.23				
	$14,689.16			$4,183.38	$18,872.54

WAY DOWN EAST

Sales W/E 6/28	$1,719,801.27	$10,305.09	$9541.13	$89,034.65	
Played & Earned W/E 6/21	1,695,592.86	10,305.09	9541.13	87,397.90	
Unplayed	24,208.41			1,636.75	
Producers Share	18,761.52			1,145.73	
Less Overpayment	7,632.33				
	$11,129.19			$1,145.73	$12,274.92

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"DEUTSCHLAND"

	U.S.	Japan	Mexico	Canada	Totals
Sales - June 28	1,147,917.72	14,477.42	12,816.50	89,344.21	
Played & Earned 6/21	1,117,[illegible]	14,477.42	12,816.50	78,674.21	
Unplayed	[illegible]	--	--	[illegible]	
Producer's Share of Unplayed	22,526.05	--	--	1,663.00	
Overpayments	6,170.74	--	--	--	
	16,[illegible]	--	--	1,663.00	17,417.29

"EXCITING NIGHT"

Sales - June 28	748,964.16	--	--	30,961.56	
Played & Earned 6/21	720,741.43	--	--	28,561.56	
Unplayed	48,[illegible]	--	--	2,400.00	
Producer's Share of Unplayed	37,372.62	--	--	1,680.00	
Overpayments	9,639.90	--	--	--	
	27,732.72	--	--	1,680.00	29,412.72

"WHITE ROSE"

Sales - June 28	638,028.51	2,640.27	1,739.67	27,731.68	
Played & Earned 6/21	562,304.48	2,640.27	1,739.67	22,930.00	
Unplayed	75,724.03	--	--	4,801.68	
Producer's Share of Unplayed	58,686.12	--	--	3,361.18	
Overpayments	54,984.70	--	--	--	
	3,701.42	--	--	3,361.18	7,062.60

"AMERICA"

Sales June 28	306,170.00	--	--	--	
Played & Earned 6/21	3,500.00	--	--	--	
Unplayed	302,670.00	--	--	--	
Producer's Share of Unplayed	234,469.25	--	--	--	
Overpayments	135,985.60	--	--	--	
	98,483.65	--	--	--	98,483.65

	152,376.26
Page 1	43,006.03
TOTAL EQUITY ON ALL PICTURES -	195,382.29

WILLIAM J. MORAN
COUNSELLOR-AT-LAW

[illegible] BROADWAY
NEW YORK

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July 9, 1924

E. Cohen
Ed. Pellier
Henry

Albert M. T. Banshaf, Esq.
150 West 42nd Street
New York City.

Dear Mr. Banshaf:

Thanks for your cordial letter of the 7th instant. I spent yesterday with Messrs. Hopkins and Cortell who have been recommended to us as among the most competent of draining engineers.

We covered the entire low lands while the tide was almost full flood. There are more acres of meadow than I expected. They will give us their final report as soon as we supply them with blue print of the survey which is now being completed by Civil Engineer Fairchild.

My best guess is that they will report that about one-half the low land may be drained, and that some portion of the other half of the low land may also possibly be drained, but a large portion of it might have to be filled. This latter feature as you probably know runs into large money.

My own thought is that if the survey and the drainage engineers' report will indicate that we can lay out eighteen holes on the property, exclusive of that which might have to be filled in, that we would tackle the job if you could afford to give us a ninety day option, and during that ninety day option to call our men together, submit all the surveys and technical reports, including estimates of putting the ground in condition, and hope to convince our underwriters that they might tackle the job and make a definite contract for the purchase of the property.

I am frankly disclosing to you not only the steps already taken, but the hopes for the future, and I might add a personal word that I do not know of any enterprise better than this golf proposition to be engaged in that would be of more value to your good self as well as myself as residents of Larchmont and owners of modest establishments in our nice little community.

WILLIAM J. MORAN
COUNSELOR-AT-LAW

[illegible] BROADWAY
NEW YORK

Mr. Banshaf -2-

I hereby accept your kind invitation to wheel into "White Bridge Farm" on our very first trip up the line. July and August are months when Mrs. Moran and I take such trips, and we are generally free to do that after the Larchmont Yacht Club's famous Race Week which this year begins on the 19th instant.

With best regards to your good wife and yourself, I remain,

Yours very truly,

William J. Moran

AGREEMENT made this 8 day of July, 1924, by and between I. A. R. WYLIE of London, England hereinafter called the SELLER and ANTHONY PAUL KELLY of New York City, hereinafter called the PURCHASER.

- W I T N E S S E T H -

FIRST: The SELLER hereby represents and warrants:

(a) That she is the sole owner of the motion picture rights throughout the world in and to a certain story entitled LITTLE FRAULEIN AND THE BIG WORLD.

(b) That said story is wholly original with the SELLER.

(c) That the said story was first published in the June issue of Good Housekeeping, 1924, which said issue was duly registered for copyright in the United States of America in the name of the International Magazine Company, Class B, XXe, 616989.

(d) That the SELLER has heretofore granted no right, title or interest in or to said story or in or to the right to dramatize or perform the same, adverse to or inconsistent with the rights hereinafter granted to the PURCHASER.

SECOND: The SELLER hereby grants and assigns to PURCHASER all motion picture rights in and to the said story entitled LITTLE FRAULEIN AND THE BIG WORLD written by her and further grants to the PURCHASER the right to use an adaptation of this story for motion picture purposes or to incorporate any of the ideas, business, etc., in this story in any original story for the screen that has been or may be written by the Pmuchaser without credit being given to the Seller in advertising, publicity or on the screen.

THIRD: The Seller hereby agrees prior to the expiration thereof, to renew or procure the renewal of the copyright of said work, and thereupon, to assign to the PURCHASER the motion picture rights thereto for such renewal term.

FOURTH: In the event that the Purchaser makes or causes to be made a picture directly from the said work then and in that event he agrees to announce on the film and in its paid advertising of the motion picture photoplays made pursuant hereto that same are based upon or adapted from said story written by the SELLER or words to that effect, except where the name of said photoplay shall be published in a list, the SELLER'S name need not be announced in connection therewith.

FIFTH: The SELLER agrees to indemnify the PURCHASER against any and all loss, damage and expense which it may suffer, incur or assume by reason of the breach of any of the foregoing warranties.

SIXTH: The SELLER further agrees to provide the PURCHASER with any further document or documents necessary or proper to secure the rights hereby granted to perfect the record thereof.

SEVENTH: In the event of the PURCHASER selling the motion picture rights to the story LITTLE PRADLETH AND THE BIG WORLD under an agreement separate from one licensing of the motion picture rights of his own story, the PURCHASER agrees to pay the SELLER one-half (1/2) of any moneys he may receive over and above the original purchase price of the story, i.e., ONE THOUSAND DOLLARS ($1000.)

EIGHTH: In full consideration of the rights hereby granted the PURCHASER agrees to pay to Brandt & Kirkpatrick, 101 Park Avenue, New York City, agents for the SELLER, the sum of ONE THOUSAND DOLLARS ($1000.) upon execution of this contract.

NINTH: This agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the undersigned have caused these presents to be executed the day and year first above written.

T. A. R. Wylie by
Carl Brandt agent

D.W. Griffith for
collection in question

July 6, 1924.

Central Union Trust Company,
60 Broadway,
New York City.

Gentlemen:-

In accordance with your request, herewith is Statement of showing of D. W. Griffith's pictures:

	SALES		CASH COLLECTIONS
	W/E 6/21/24		W/E 6/21/24
DREAM STREET	$107.75	(cr)	156.75
EAST	935.00	"	995.00
ORPHANS	115.13		1141.50
EXCITING NIGHT	540.23		958.75
WHITE ROSE	877.52		2522.52
AMERICA	27,760.00		13365.50 #

Approximate.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

FAB:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LARKIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN G. LARKIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. BOOM
ALBERT WITCHERT
HERBERT BINGHAM
NICHOLAS BAILEY
DONALD B. MUNDEMAN
STEWART M. BETHOUR
T. C. D. MARTIN
JAMES L. BAGNA, JR.

CABLE ADDRESS LARKRATH NEW YORK

Central Union Trust Company Building
80 Broadway, New York

July 9, 1924.

Mr. Albert H.T.Banshaf,
130 West 42nd Street,
New York City.

Dear Banshaf:

I return to you herewith by registered mail, original agreement between Charles Chaplin, Douglas Fairbanks, David W. Griffith, D. W. Griffith, Inc., Mary Pickford Fairbanks and United Artists Corporation, dated April 1, 1924, which you left with me yesterday.

I would like to have a copy of the Griffith Famous Players contract.

Very truly yours,

DCM:HD
enc.

July 9th 1924.

Mr. D.C. Muhlemann,
60 Broadway,
New York City.

Dear Mr. Muhlemann:

I enclose herewith for your files copy of agreement between D.W.Griffith Inc. and Famous Players-Lasky Corporation, and also copy of agreement with Empire Trust Company.

Very truly yours,

GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NORMAN B. MORAY, Vice-President
and General Manager
JAMES WYMAN, Vice-President
JOHN L. B. MEANNEY, Vice-President

R. H. RUSSELL, President
CHAS. E. CHASE, Chairman
Board of Directors

A. COLLINS LEE, Secretary
G. J. GLASER, Secretary-Treasurer
R. G. L. HAMILTON, Controller

HARTFORD
ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT

117

CLAIM DEPARTMENT
WILLIAM A. EARL
SUPERINTENDENT

NEW YORK OFFICE, 110 WILLIAM STREET
PAUL RUTHERFORD, MANAGER
TELEPHONE: BEEKMAN 8800

New York July 10th, 1934.

Banshaf, Pembleton & Littick, Esqs.,
130 West 42nd Street,
New York City

Attention of Mr. Banshaf

Dear Sir:

In re: Doctors Service Corps, Inc. -vs-
D. W. Griffith, Inc.

- -

Morris P. Schaffer, the Attorney for the Doctors Service Corps, Inc., has written and telephoned to me a number of times since we effected this settlement, inquiring for his check.

From this I assume that you have not as yet been successful in obtaining the balance of this settlement from D. W. Griffith, Inc.

I transmit this information to you and ask that you act as you see fit to make a disposal of this matter.

Very truly yours,

HARTFORD ACCIDENT & INDEMNITY CO.,

Per: A. B. Tarleck

ABT:MS

117

July 19th 1924.

Mr. H.B. Austin,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Austin:

With relation to the case of Doctors Service Corps vs. D.W.Griffith Incorporated, I wish to advise that the Insurance Company has given me a check for their share of the claim, which check has been turned over to you so that we could pay Doctors Service Corps for the Insurance Company's share. We are trying to settle this case by such payment and making payment of the balance of the claim with interest within thirty days. When payment of the last portion of the settlement is required we shall let you know.

In connection with this matter we refer you to letters which we wrote to both Mr. Grey and Mr. Epping.

Very truly yours,

R/GDM

TELEPHONE BRYANT [illegible]

RUBY CAMERA EXCHANGE

IRVING B. RUBINSTEIN, MGR

727 SEVENTH AVENUE

NEW YORK CITY

EQUIPPED TO MAKE MOTION PICTURES OF ANYTHING : ANYTIME ANYWHERE

CAMERAMEN, CAMERAS, STILL CAMERAS AND LIGHTING EQUIPMENT FURNISHED ON SHORT NOTICE

BOUGHT, SOLD, EXCHANGED CAMERAS, LIGHTS AND PROJECTORS

COMMERCIAL AND INDUSTRIAL CONTRACTS CAREFULLY EXECUTED

July 10th, 1924

Mr. Albert H. T. Bumshaf
130 West 42nd Street,
New York City.

Dear sir:-

Early last week you advised me that you were going to get the correspondence in the case of Farrar vs Griffith from Mamaroneck, but up to this late writing I have not heard from you.

Being very familiar with the Griffith system, I sincerely hope that you are not using this method to keep delaying the matter. This claim is almost a year old. I showed you all the correspondence in this case, also Mr. Godwins verification of order, a picture of the camera staff at the studio showing this very camera being used by Mr. Low and not by Mr. Farrar and with this and other things I believe, and you will agree with me, that we have a perfect right and claim to this $ 125.00

We have been exceptionally courteous and patient in this matter, and surely you have had more than enough time to see our side of the story and compare it with your own.

All bills have been submitted at least eight times so please do not ask for them again.

Very truly yours,
I. B. Rubinstein

COPY FOR MR. BANGHAF, RUSH TERMINAL BLDG., N.Y.City

97.1
Cent U.T.
1-4

July 11th, 1924

Central Union Trust Co.,
60 Broadway,
New York City

Attention Mr. Galloway

Gentlemen:

Confirming our telephone conversation of to-day, we present herewith a list of Griffith Pictures showing total Sales and Cash Collections as of May 31st, 1924:

	SALES	CASH COLLECTIONS
Dream Street	$ 549,836.65	$529,818.75
Way Down East	1,828,231.45	1,808,177.61
Orphans of the Storm	1,254,937.78	1,226,407.99
One Exciting Night	807,049.67	763,520.45
The White Rose	665,298.38	591,248.71
A m e r i c a	30,700.00	9,125.00
	$5,136,053.93	$4,928,298.51

Yours truly,

UNITED ARTISTS CORPORATION

Beach

Comptroller
F. A. Beach

HD C

BENSHAF PENNINGTON & LITTICK
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 EAST 42ND STREET
NEW YORK

ALBERT H. F. BENSHAF
JOHN G. PENNINGTON
H. CLAY LITTICK

TELEPHONE
ASTOR 4000
CABLE ADDRESS
"BENSHAF"

July 11th 1934.

Mr. Robert B. Austin, Asst. Treas.,
D. A. Griffith Incorporated,
1476 Broadway,
New York City.

Dear Mr. Austin:

At the request of Mr. Benshaf I am returning the check for $407.50 payable to Doctors Service Corps or Morris F. Schaffer, which you sent over the other day and I am also enclosing a non-interest bearing promissory note payable to the Doctors Service Corps, Inc. for 30 days, which Mr. Benshaf requests that you kindly sign on behalf of the Corporation and forward, together with the returned check, to the attorney for Doctors Service Corps, Morris F. Schaffer, 1463 Broadway, New York.

Thanking you for your prompt attention, I remain

Very truly yours,

H. Clay Littick

HCL:MD

Edward B. Dunne
William J. Corboy

Law Offices
Dunne & Corboy
333 Illinois Building
208 South LaSalle Street
Chicago

Telephone Franklin 0611

117

Cross Suit

JJ:EB

July
11
1924

Re - Fanny Travers
vs. M. M. Griffiths Co., Inc.

Gentlemen: (Att'n Mr. Martin)

We have your favor of the 10th, enclosing summons served upon you in the above matter and shall endeavor to ascertain the nature of the proceedings.

The summons is returnable the third Monday of July, which is July 21st. In the meantime, if you know who Fanny Travers is and can give us any information which you might have in respect thereto, we shall appreciate it.

Very truly yours,
DUNNE & CORBOY,
By W. J. Corboy

United Artists Corporation,
804 S. Wabash Ave.,
CHICAGO.

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

TIME FILED

RATE

FORM No. 122-122

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

July 18th 1924

102

SILVERSTONE

ALLANTISCO

VARIETY HAS ARTICLE THAT LOUIS MERCANTON IS ABOUT TO PRODUCE TWO ORPHANS PLEASE ADVISE MERCANTON THAT GRIFFITH COMPANY OWNS ALL MOTION PICTURE PRODUCING RIGHTS ACQUIRED FROM FRENCH AUTHORS SOCIETY AND HEIRS OF DENNERY AND CORMON AND INTENDS TO PROTECT ITS RIGHTS

BANZHAF

charge Banzhaf 130 West 42nd Street

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

197 Notice of Appearance

1-12-30

1. BOTTOM STATIONERY & PRINTING CO. INC.
COURT ST. BROOKLYN, N. Y.

1A
1-9

SUPREME COURT: NEW YORK COUNTY

CLARK D. FRASS,

Plaintiff

against

DAVID WARK GRIFFITH

Defendant

Notice of Appearance and Demand

Sir:

PLEASE TO TAKE NOTICE, that the defendant DAVID WARK GRIFFITH above named, hereby appear s in the above entitled action and that, I am retained as attorney for him herein, and demand that a copy of the Complaint and all papers in this action be served on me at my office, No. 130 West 42nd Street, New York City.

Dated, New York, July 12th 192 4.

Yours, etc.,

ALBERT H.T. BANZHAF
Attorney for Defendant,
(Office and Post Office Address)
130 West 42nd Street,
New York City.

To SCHLESINGER & SCHLESINGER,
Plaintiff's Attorney

Plaintiff ,

against

Defendant .

Notice of Appearance

Attorney for Defendant.

Due service of a notice, of which the within is a copy, admitted this.....day of .....19.....

Attorney for Plaintiff .

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1120

July 12th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Birth of a Nation		22577		
Romance		68		
	0	22645	0	0

Positive stock used

Eastman	22557	
Agfa	68	
		22645

HOTEL WENTWORTH
90 WEST 40TH STREET
NEW YORK
T. ELLIOTT TOLMAN JOHN H. TOLMAN

My dear Mr. Baughaf -

The enclosed is not a facsimile of mine.

Sincerely
Luida A. Griffith

July 12th

REMITTANCE SLIP

CANCELLED CHECK IS RECEIPT: ENCLOSE THIS STUB WITH CHECK WHEN CHECK IS SAME AMOUNT AS BILL. IF CHECK IS LESS THAN AMOUNT OF BILL RETURN ENTIRE BILL WITH PAYMENT

GIMBEL BROTHERS INC.

FIFTH AVENUE · ADELPHI STREET · NEW YORK CITY

JUNE 30 1924. AMOUNT$

MRS. D.W. GRIFFITH

LONGACREW BLDG. 30123 U

TIMES SQUARE CITY

BILLS DUE WHEN RENDERED FIRST OF EACH MONTH

PARIS
LONDON

GIMBEL BROTHERS

INC.
NEW YORK

NEW YORK
PHILADELPHIA
MILWAUKEE

DATE
JUNE 30, 1924.

MRS. D.W. GRIFFITH

LONGACREW BLDG. 30123 U

TIMES SQUARE CITY

DATE PAID _____ CHEQUE NO. _____ AMOUNT _____

DEPT. NO.	SALES CLERK NO.	DATE		AMOUNT	TOTALS	CREDITS	BALANCE
			AMT. OF BILL RENDERED				
184	15	14	1 KENNEDY	59 75			
			1 HORN	22 50			
			2 RAY AVOC	2 50			
184	15		RADIO INSTALLATION	15 00	99 75		

IF CREDIT HAS NOT BEEN GIVEN FOR MERCHANDISE RETURNED PLEASE ENCLOSE CREDIT VOUCHER OR EXACT COPY WITH CHECK FOR THE DIFFERENCE TO FACILITATE CHECKING SEE REVERSE SIDE

July 19th, 1924.

Mr. Gallaway,
Central Union Trust Co.,
80 Broadway,
New York City, N.Y.

Dear Mr. Gallaway:-

Enclosed please find the following statements that you requested me to forward to you as soon as it was possible for me to do so:-

1. A list of disbursements for the week ending July 19th, 1924. Will you kindly take this matter up with Mr. Leary and have him release the amount called for from the United Artists Corporation?

2. Statement showing list of cash receipts and disbursements for week ending July 5th, 1924.

3. List of cash receipts and disbursements for week ending July 12th, 1924.

4. Disbursements for the month of June segregated by weeks.

5. Trial balance taken from our general ledger June 30th, 1924.

I have not made up a balance sheet to tie in with the payables that I showed you on that statement sometime ago, because I did not know whether you wanted to take in the whole accounts as they appear on the trial balance or whether you wanted just enough assets to be shown to agree with the payables shown on the statements submitted to you last week

Trusting this is the information you desire, I am

Very truly yours,

D.W. GRIFFITH, INCORPORATED
Statement of Receipts & Disbursements for Week July 12th, 1924.

Balance on hand June 5, 1924.		2803.97	
Received During Week:			
United Artists Corp.	6499.84		
Income Road Show America	1793.00		
Sundries	1105.87		
Total Receipts		9498.71	
Paid Direct to G.U.T.Co.		15000.00	
Total Cash for Week.			27302.68
Disbursements			
John A. Eckert & Co.	810.11		
Ginsburg & Levy	397.25		
Eaves Costume Co.	1000.00		
Blue Bird Taxi Cab Co.	500.00		
State Poster Co. Inc.	1900.00		
Howard R. Ware Corp.	527.87		
Sam S. & Lee Shubert Inc.	2000.00		
Commanday-Roth Co.	750.00		
E.K. Ortis	500.00		
Central Union Trust Co.	1500.00		
		23385.23	
Sundry Disbursements			
Eureka Music Printing Press	500.00		
C.M. Conway	216.62		
Doctors Service Corp.	407.50		
($407.50 received from Insurance Co. on a/c of Doctors Service Corps is included in Cash Receipts under Sundries)			
		1124.12	
Total Disbursements			24509.35
Balance July 12th, 1924.			2793.33

R.W. Griffith Inc.

Statement of Receipts & Disbursements for Week July 12, 1924

Balance on Hand June 5 1924		2010287	
Received During Week:			
United Artists Corp.	611180		
Square Deal Show Amusement	1793 —		
Sundries	1000 —		
Total Receipts		944571	
Paid Dirdt & C U T C		1500000	
Total Cash for Week			2730248
Disbursements			
John A. Eckert & Co.	81011.		
Greenburg & Levy	39726.		
Eaves Costume Co.	1000 —		
Blue Bird Taxi Cab Co.	500 —.		
State Poster Co Inc	1900 —.		
Howard R Wagg Corp.	52787.		
Sam & Lee Shubert Inc	2000 —.		
Commander Ruth Co.	750 —.		
E.T. Ortiz.	500 —.		
Central Union Trust.	15000 —.		
		2338523	
Sundry Disbursements			
Eureka Music Printing Press	500 —		
C M Conway	21662		
Doctors Service Corp.	40750		
(407.50 Received from Insurance Co. on a/c of Doctors Service Corp is included in Cash Receipts under Sundries)			
		112412	
Total Disbursements			2450935
Balance July 12, 1924.			279333

WESTERN UNION CABLEGRAM

Form 181

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

102

Received at 40 BROAD STREET, NEW YORK

A 283 SA 1924 JUL 14 PM 12 02

LONFON 44 Banzhaf Care of D W Griffith Inc

LEO BANZHAF CARE GREYGRIF Rm 303 - 1476 Bway

377 NEWYORK.

INTERVIEWED MERCANTONS AGENT THIS COUNTRY WHO STATES VARIETY REPORT INCORRECT PICTURE BEING MADE IS TWO LITTLE VAGABONDS BY GEORGE R SIMS PLAYED IN AMERICA UNDER TITLE TWO LITTLE VAGRANTS SOME YEARS AGO PRESUME NO FURTHER ACTION NECESSARY REGARDS

SILVERSTONE

DAY LETTER	DL
NIGHT MESSAGE	NM
NIGHT LETTER	NL

If none of these three symbols appears after the check number of a telegram, it is a telegram. Otherwise, the character indicated by the symbol appearing after the check.

UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

DAY LETTER	DL
NIGHT MESSAGE	NM
NIGHT LETTER	NL

If none of these three symbols appears after the check number of a telegram, it is a telegram. Otherwise, the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1924 JUL 14 AM 7 12

1450 BROADWAY
PENN 0840-5

1924 JUL 14 AM 6 35

SA40 SS NL

LOSANGELES CALIF 14

ALBERT L GREY 103

ROOM 303 LONGACRE BLDG BROADWAY AT 48 ST NEWYORK NY

SUNDAY MATINEE TWO EIGHTY NINE NIGHT FOUR SIXTEEN STOP WE CLOSE NEXT SATURDAY AND HOUSE REOPENS TWENTY FOURTH WITH BUTTERFLY UNIVERSAL PICTURE AT REDUCED SCALE STOP COMMITTEE OF CREDITORS NOW IN CHARGE STOP PLEASE ADVISE DISPOSITION OF THREE PRINTS TWO SETS MUSIC AND FIVE HUNDRED DOLLARS WORTH MINER PRINTING ON HAND AND PAID FOR REGARDS

TOM KANE.

178

Form 1228A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 14, 1924

Day Letter

Mr. Tom Kane
Biltmore Hotel
Los Angeles, Calif

Return music and original two prints here Turn over last print sent you to United Artists Exchange stop Turn over Miner paper United Artists get receipt also souvenir books and wire immediately exact number books turned over stop See wright and wire straight message if okay for United Artists sell America Los Angeles and Losangeles county Regards

A. L. Grey

Chg D. W. Griffith, Inc.

July 14th 1924.

Mr. D.C. Muhlemann,
80 Broadway,
New York City.

Dear Mr. Muhlemann:

Confirming my statement to you over the 'phone relative to the two items of indebtedness against the Griffith Corporation, one held by J.C. Epping for $47,500. and the other by Mr. Elmer Clifton in the sum of $27,500. beg to advise that the former represents moneys loaned by Mr. Epping to the Corporation which he has agreed to subordinate to both the claims of the Central Union Trust Company and Mr. P.A. Powers. The other indebtedness due Mr. Clifton represents three (3%) percent interest of the net earnings Mr. Clifton has arising out of the earnings of "WAY DOWN EAST" and this sum, Mr. Clifton is not pressing for payment and will not do so until the Corporation can conveniently pay the same.

Mr. Clifton at the present is enroute to India and will not return until possibly the latter part of next Fall, or likely noteuntil next year.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

141

COPY

ALLIED ARTISTS CORPORATION, Ltd.
66-68 Wardour Street
LONDON, W. 1

July 14, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING JULY 11, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended July 11th amounted to £762.17.7.

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£135. 0. 0
Cardiff	257.18. 7
Glasgow	119. 0. 0
Leeds	225. 0. 0
Liverpool	231.10. 0
Manchester	45. 0. 0
Newcastle	215.10. 0
Ireland	101.10. 0
London	3008.10. 0
	£4338.18. 7

The cash collections for the week just ended amounted to £2134. 8. 4.

Yours sincerely,

(Signed) M. Silverstone

Telegrams
Delphadam Westrand
London

ANDREW H DAKERS
4 & 5 Adam Street
Adelphi
London
W C 2
Regent 1981

Cables - U.S.A.
Andakers
London

14th July 1934.

Walter Gifford Esq.,
Victory House,
(Room 28),
Leicester Square,
W.C.2.

Dear Mr.Gifford,

I regret the delay in writing you regarding the dramatic rights of "Isn't Life Wonderful!" by Geoffrey Moss, but I have been away from office by doctor's orders.

I suggest the following terms and conditions as a basis for negotiation:

1. Moss to sell the dramatic rights to Mr. Griffith, who shall himself arrange the making of the play version of the story.

2. Griffith to pay Moss One thousand dollars ($1,000) in advance of royalties on the day of signature of the contract between himself and Moss, and an equal sum on first production of the play in New York.

3. Royalties: New York.
   Up to gross receipts of Four thousand dollars ($4,000) per week three per cent (3%).

   On the next three thousand dollars ($3,000) per week four per cent (4%).

   On all over Seven thousand dollars ($7,000) per week six per cent (6%).

   Royalties for stock or repertory to be divided between Griffith and Moss in proportions of one-third and two-thirds

Walter Gifford Esq.

respectively.

London.
Up to gross receipts of One thousand pounds (£1,000) per week three per cent (3%).

On all over One thousand pounds (£1,000) per week six per cent (6%).

An advance of Two hundred pounds (£200) on day of first production in London.

4. Griffith to have one year from the date of signature of agreement in which to produce the play in New York in a first class theatre, and should he fail then to produce the licence shall be cancelled unless Griffith desires to purchase an option for further six months for, say, One thousand dollars ($1,000).

5. As to English rights, Griffith to have an option for two months after first production in New York to acquire upon payment of afore-mentioned Two hundred Pounds (£200) the sole and exclusive licence to perform the play in a first class theatre in the West End of London for so long as not less than fifty performances (exclusive of stock performances) are given annually.

This, I think, covers the main points, and is, of course, subject to modification by negotiation.

Yours sincerely,

Andrew H Dakers

AHD/MHS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PHONE: GERRARD 1766

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL CHEQUES TO BE MADE TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

Fifteenth Day of July -
Nineteen Hundred and Twenty Four.

Albert L.Grey, Esq.,
303, Longacre Building,
New York City.

Dear Mr.Grey,

I enclose letter re dramatic rights of "ISN'T LIFE WONDERFUL" from Major Moss, and I shall be glad to hear from you regarding same.

I had the pleasure of meeting Mrs.Grey and Mr. Griffith on the George Washington at Plymouth. Manning, McPherson, Hoagland, and Jones were there also. We had a conference on some of the titles which are not quite suitable for this country, and Mr.Griffith suggested to Jones to alter any of the titles he thought unsuitable for this country. After this conference Mr.Griffith and I had a talk. I mentioned that Major Moss had gone to Berlin, and that he would call upon Mr.Griffith at the Adalon Hotel with the script Monday July 14th. Mr.Griffith was very anxious to know what type of man Moss was, and I explained as best I could the kind of man he is. I mentioned also that Moss was most anxious to do all he possible could to assist Mr.Griffith in every way during his visit to Germany. Mr.Griffith seemed very pleased with the information I gave him.

The first words that Mr.Griffith said to Manning when he saw him were "I hope no one knows anything about my new story." He had to say no because he did not no much about it himself.

I should like to point out to you that during the negotiations with Moss regarding "ISN'T LIFE WONDERFUL" no one over here has known a thing about them excepting Dakers, Moss and

See "AMERICA" First

PHONE: GERRARD 1766

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMMUNICATIONS TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

myself, and it was only after things had been fixed up that I mentioned it to Manning. As you know, it is absolutely necessary to keep matters entirely confidential on these sort of deals, and it is only necessary to mention it to people who can help one.

I trust Mr.Griffith's visit will be a success. Mrs.Grey looked remarkable well, but I am sure she felt rather lonely not having you with her this trip. Our visit to the boat was very short, and I do not think we were there for more than an hour.

I have just heard from Dakers that Moss is most anxious for Mr.Griffith to do "SWEET PEPPER". He states that another firm is negotiating , but he would much sooner Mr.Griffith did the film even if it meant a somewhat lower price. He also states that if Mr. Griffith is making "ISN'T LIFE WONDERFUL" in Europe, he could probably then do "SWEET PEPPER" in Hungary without taking his Company home again. In this connection I might mention that Major Moss is persona grata with the Hungarian military and official authorities, and would be able to secure most uncommon facilities, such as the loan of buildings, use of troops etc. - for processions and crowd scenes. Mr.Griffith will realise the value and economy of this, I am sure. The only condition, apart from price, which Major Moss makes, is that he must have the right to be present in an advisory capacity, and to approve the scenario.

I shall be glad to hear early as this appears to be a matter of urgency, when perhaps we could go into the matter with Major Moss.

With kindest regards.

Yours sincerely,

Walter Gifford

See "AMERICA" First

CHARLES H. COLE
Sharon, Mass.
TELEPHONE SHARON 108

Sharon, Mass.,
July 15, 1924.

D. W. Griffith, Esq.,
Mamaroneck, N.Y.

My dear Mr. Griffith:

On the 19th of April 1925 will occur the One Hundred Fiftieth anniversary of the battle of Concord and Lexington. It is proposed to reproduce the battle at Concord Bridge. For that purpose there will be necessary about 150 uniforms similar to those worn by the English soldiers at that time and about three or four hundred Colonial uniforms.

I have been asked by people connected with the celebration if there was any way in which arrangements could be made to obtain the uniforms which you used in your picture "America". The favor of a reply will be greatly appreciated.

Yours very truly,

Chas H Cole

Chas. H. Cole.

CHC/D.

COPY FOR MR. AUSTIN

United Artists Corporation
729 Seventh Avenue
New York July 15th, 1924

Central Union Trust Co.,
80 Broadway,
New York City

Attention Mr. Galloway

Dear Mr. Galloway:

Herewith is a statement showing D. W. Griffith, Inc. equity in the pictures under assignment to you, including Contracts Taken up to June 28th, 1924 and Played and Earned (exhibitions) up to June 21st, 1924.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl
FAB G

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July 16th 1924.

Saenger Amusement Company,
723 Seventh Avenue,
New York City.

Gentlemen:

This is to advise that your rights to the exhibition of "MOTHER AND THE LAW" and "THE FALL OF BABYLON" in the territory of Louisiana and Mississippi pursuant to the contract made between you and Wark Producing Corporation dated the 4th day of June, 1920 has expired.

We therefore request you to immediately send all positive prints heretofore shipped you with relation to the above contract to this Corporation, c/o D.W.Griffith Incorporated, Orienta Point, Mamaroneck, New York.

Your prompt attention to this matter will be appreciated.

Very truly yours,

D.W.GRIFFITH SERVICE

AHJB

Counsel

GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 18th 1934.

Gimbel Brothers,
33rd Street & 6th Avenue,
New York City.

Dear Sirs:

I have had forwarded to me a bill under date of June 30th last your #30123 B addressed to Mrs. D.W.Griffith, Longacrew Building, Times Square, City, for the sum of $89.75. I beg to advise that I have forwarded a copy of this bill to Mrs. Linda A. Griffith, Hotel Wentworth, New York City and she has returned the same to me stating that it is not a purchase of hers. Mrs. Linda A. Griffith is the wife of D.W.Griffith and resides at the aforesaid address.

Will you kindly advise me as to where this so-called radio installation was made? Are you not in error billing this either to D.W.Griffith or Mrs. D.W.Griffith?

Very truly yours,

MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE HARRISON 6818

United Artists Corporation of Illinois

804 South Wabash Avenue

Chicago Ill

July 16th, 1924.

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United Artists Corporation,
729 Seventh Ave.,
New York City.

Attention of Mr. W. H. Hines

My dear Mr. Hines:-

I was waited upon the other day by a Deputy Sheriff who wanted to get service on D. W. Griffith Company, Inc. I made it plain to Mr. Deputy Sheriff that I had no connection with Mr. Griffith and was not his agent - that my superior, Mr. Abrams, was the distributor of Mr. Griffith's product, but that I had no connection with him and that service upon me would be the same as no service at all - he might as well leave it with the janitor. He insisted on leaving this service with me, and I in turn gave it to Dunne & Corboy. Mr. Corboy is going to enter a special appearance for insufficient service, and will claim at that time that the United Artists have no connection whatever with this matter.

I am sending you the letter from Messrs. Dunne & Corboy, and you in turn may give it to Mr. Abrams for Mr. Grey or Mr. Griffith's attention.

Yours very truly,

UNITED ARTISTS CORPORATION

H O Marlen

Sales Manager.

HOM-EJ

COPY FOR MR. SANDHAF

July 14, 1924.

Mr. Galloway, Credit Manager,
Central Union Trust Company,
80 Broadway,
New York City.

Dear Mr. Galloway:-

Enclosed is statement showing the Cash Collections on each of the Griffith pictures to June 28, 1924 also showing the Sales for the week of July 5, 1924 and Cash Collections for the same week.

Confirming our conversation, when we computed the equity due D. W. Griffith, Inc. on his pictures as of June 28, 1924, we charged against him all payments made for his account up to and including July 12, 1924.

We had in transit two weeks contracts (Sales) and of course when these are entered on the books, Mr. Griffith will be credited with his share.

For the purpose of keeping a running record of Griffith's equity in his books, I would suggest that you start off with a credit to his account of $195,000. shown in our statement as of June 28, 1924. Add to this 77½% of the Sales for the week ending July 5, 1924, as shown on the attached sheet; deduct therefrom the payment of $15,000. which we made you on the 14th for Mr. Griffith's account; also, deduct therefrom the $3033.33 which we gave Griffith today to pay the interest on the Pat Powers' note, and you will then have the equity to July 5, 1924 in the same manner as we would compute it for you.

Then, each week you can add to this equity figure Mr. Griffith's share of the Sales as you receive our mimeographed Statements of Contracts Taken, and you can deduct from the total the payments made to Griffith; and you will have a continual running record of his equity at all times.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl.
FAB:AP

CASH COLLECTIONS TO JUNE 28, 1924.

[illegible]	$530,489.69
EAST	181,260.73
ORPHANS	123,405.[illegible]
HIGHT	768,233.44
ROSE	999,919.36
AMERICA	101,430.50
TOTAL	$3,243,240.00

	CALLS W/E July 5.1924	CASH COLLECTIONS W/E July 5.1924.
[illegible]	$ 387.50	$ 206.86
EAST	495.00	538.00
ORPHANS	730.00	567.75
HIGHT	1,060.00	879.92
ROSE	1,234.95	2999.00
AMERICA	15,675.00	11103.75
TOTAL	$19,572.45	$16,294.68

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
JACKLEAN SMITH
SECRETARY

OFFICE OF THE SECRETARY

July 16, 1924.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

My dear Mr. Griffith:

There is attached a copy of the flag code recently adopted at the National Flag Conference at Washington which was attended by representatives of all the patriotic societies of the country.

I send this to you because I know of your desire to make sure whenever the flag is used in one of your pictures, it will be used in the proper manner.

It will be gratifying to you I am sure, as it will to me and to the patriotic organizations which have this matter in charge, to know that motion pictures, reaching as they do the great bulk of our population, are setting a most constructive example in this regard. I have additional copies of the code, if you need them.

With kindest personal regards, I am

Sincerely yours,

Will Hays

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United Artists Corporation
729 Seventh Avenue
New York July 17, 1924

Mr. Albert H. T. Banshaf,
130 West 42nd Street, City.

Dear Mr. Banshaf:-

Enclosed is a notification letter which I have sent today by registered mail to Mr. Adolph Zukor, President of the Famous Players-Lasky Corporation, under advice of counsel, to preserve the rights of the United Artists Corporation, Mary Pickford, Douglas Fairbanks, and Charles Chaplin in the premises, relative to an announcement purported to have been made by Mr. Zukor to the representatives of the newspapers of the City of New York.

Respectfully,

Hiram Brown

PRESIDENT

HA/R

MUSEUM OF MODERN ART, FILM LIBRARY

UNITED ARTISTS CORPORATION

729 SEVENTH AVENUE

Office of the President — NEW YORK — July 17, 1924

Mr. Adolph Zukor, President,
Famous Players-Lasky Corporation,
485 - 5th Avenue, New York City.

Dear Mr. Zukor:-

In this morning's local newspapers appeared an announcement purported to have been made by you that Mr. D. W. Griffith will join the forces of your corporation. I desire to give you notice that on the 28th day of March, 1924, at the annual meeting of the stockholders and the owners of the United Artists Corporation: Mary Pickford, Douglas Fairbanks, D. W. Griffith, Charles Chaplin, and United Artists Corporation by Hiram Abrams, President, signed a memorandum, a photostatic copy of which is enclosed herewith.

This memorandum was executed by all of the above parties after they had agreed, in the presence of the members of the Board of Directors of United Artists Corporation and their various representatives present, to renew and extend their contracts for a period of three years.

Yours very truly,

HIRAM ABRAMS

P R E S I D E N T

HA/R
copy-lhg

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The annual meeting of the stockholders and owners of United Artists Corporation was held at the offices of United Artists Corporation, 729 Seventh Avenue, New York City, on Friday, March 30, 1934, at which were present Mary Pickford, Charles Chaplin, Douglas Fairbanks, and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts, but to renew and extend their contracts for a period of three years, except Charles Chaplin who has 8 pictures still to deliver to the Corporation.

It was the unanimous sentiment expressed by the owners and stockholders of United Artists Corporation that they were perfectly satisfied with the executive and personnel of their organization, which resulted in the re-election of all of the officers of the corporation.

Mary Pickford

Douglas Fairbanks

D. W. Griffith

Charles Chaplin

United Artists Corporation
By Hiram Abrams
Pres.

copy-lhg

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FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

485 FIFTH AVENUE
NEW YORK CITY

Legal Department
Ralph A. Rose
Harold Minor Birnes
Austin C. Keough
Charles E. Hawthorne
Attorneys

Elec John Ludwig
General Counsel

July 17, 1924

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City

My dear Mr. Banzhaf:

Mr. Zukor is this day in receipt of a communication from Hiram Abrams, President of United Artists Corporation, of which I herewith enclose a copy, as well as a copy of the photostatic exhibit accompanying the letter. Please let me have a prompt explanation of the situation disclosed by these documents.

Yours very truly,

Elec John Ludwig

EJL:LHG
Encls.

GRIFFITH TO DIRECT FOR ZUKOR PICTURES

Genius of the Movie World To Join Combine.

A report that David Wark Griffith, poet of the screen, will give up producing independently and

David Wark Griffith

Adolph Zukor

will be associated with Famous Players-Lasky received verification yesterday. Adolph Zukor of Famous players announced that when Mr. Griffith completes the film he is now making abroad he will establish headquarters at Famous Players and will have the resources of that organization at his command.

The gossip that Griffith would join Famous Players-Lasky has been going about show circles for the last two weeks, but not until yesterday was there any intimation of the authenticity of the report.

The statement was issued yesterday from the D. W. Griffith, Inc., offices, 1107 Longacre building: "The affiliation of Mr. Griffith with Mr. Zukor's organization met with the unanimous approval of the board of directors of D. W. Griffith, Inc., who are certain that the association will rebound to the financial advantage of their stockholders."

There was nothing definite forthcoming from the Griffith office implying that the creator of "The Birth of a Nation" would desert the independent field.

Mr. Griffith has played a lone hand for many years. "Intolerance," "Way Down East" and other big pictures were produced independently. He and Mr. Zukor entered the film realm within a few weeks of each other and both have been associated in a business way for a long time. They have been firm friends for fifteen years.

THE GOLDEN DOZEN

Current attractions in New York theatres that have exceeded their 100th run.

Dramatic.

Name.	Performances.
"Abie's Irish Rose"	958
"White Cargo"	500
"Fashion"	184
"The Show-Off"	171
"Beggar on Horseback"	163
"Fata Morgana"	150

Musical Comedies.

"Little Jessie James"	453
"Kid Boots"	226
"Charlot's Revue"	216
"Plain Jane"	75
"Grand Street Follies"	70
"I'll Say She Is"	67

Motion Pictures.

"Ten Commandments"	417
"Thief of Bagdad"	241
"Dorothy Vernon"	139
"The Sea Hawk"	89

Edward B. Deaver
William J. Cowley

Law Offices
Deaver & Cowley
[illegible] The Rookery
[illegible] South LaSalle Street
Chicago

Telephone [illegible]

WJC:H

July
17
1924

Re: FANNY TRAVERS vs D W GRIFFITHS et al

Gentlemen:

We have ascertained from an investigation that the above action has been brought by one FANNY TRAVERS against the ILLINOIS THEATRE and D W GRIFFITHS COMPANY, in which she asks damages in the sum of Ten Thousand ($10,000.00) Dollars for alleged injuries sustained by her as the result of the breaking of a seat occupied by her at the Illinois Theatre December 8th, 1922. We presume that she was attending the theatre at that time witnessing a Griffiths' film. Further information, when obtained by us, will probably show which film was being exhibited at that time.

In the meantime, we shall communicate with the Illinois Theatre and ascertain what they intend to do in the matter. As we understand it, no one at your office represents D W Griffiths Company in such a capacity as to render the service valid. Upon the return day we shall file a special appearance for the purpose of questioning service.

Very truly yours,

W J Cowley

United Artists Corporation of Illinois,
804 South Wabash Avenue, CHICAGO.

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MORRIS M. SCHAFFER
COUNSELLOR AT LAW
1493 BROADWAY
NEW YORK
TELEPHONE BRYANT 9[illegible]

July 17, 1924.

DOCTORS SERVICE CORP. INC. V. Griffith (15934)

Bensinger, Pembleton & Littick, Esqs.,
130 West 42nd Street,
New York City.

Gentlemen:

The note for $407.50 payable August 11, 1924 is here awaiting delivery to you upon the receipt of a new and proper note payable at your client's bank on July 31st, 1924.

This is in accordance with our agreement and I will appreciate an immediate compliance.

Yours very truly,

MMS/JK

MMSchaffer

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Albert L. Gray
GENERAL MANAGER

D. W. GRIFFITH Inc.
303 Longacre Bldg.
New York City

July 17, 1924.

Mr. A. H. V. Banshaf,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf:

Replying to your letter of July 6th re. McCarthy and Mitchell agreement on "Way Down East" and "The Two Orphans", it is usual in disposing of the rights for Holland to sell the contract as "The Kingdom of Holland and her possession", and I suppose Mr. McCarthy in making his sale included the possessions thinking he was within his rights in so doing, and after all he made quite a concession, to which he called my attention, on "Broken Blossoms" so that we would be able to sell Germany, as we had to include "Broken Blossoms" in order to get the sale through, and it of course belonged to Mr. McCarthy. He did this and allowed it to be charged to us and I think this evens up the matter, at least that is my idea so I would call it square.

With best wishes,

Very truly yours,

Albert L. Gray

Vice-President.
D. W. Griffith, Inc.

ALG/CC

See "AMERICA" First

827 Ridgewood Pl. Los Angeles, Cal.
July-11-24

Mr. D. W. Griffith,

Mamaroneck N.Y.

My dear Friend;

You will no doubt be surprised to hear from me, but as this is the first opportunity to try and repay you in a small way for your kindness in making it possible for me to attain my present place in the picture world.

I am now in a position to offer you a sure fire proposition, it is now past the gambling stage and I can truthfully state that there is no possible way of losing excluding an act of God.

We have been three years getting this property, own practically all the machinery necessary to operate with, but on account of the hoof and mouth disease was delayed in getting set up on our property making it necessary for us to dispose of six or seven units.

I loaned the company the money to buy thirty five thousand dollars worth of machinery which placed me in a position to be able to offer you the first opportunity of taking some of these units, would like very much for you to take three and if possible five.

This is not a stock company we are all partners share and share alike, the company consists of thirty units, costing one thousand dollars a unit, you will receive your original investment back in full and in addition you will retain the full value of your units, or in other words for each unit you own you will receive one thirtieth part of the profits which will pay you four for one a year if not more.

I have bought and paiyed for three units, there is no money or units given for promotion.

Knowing how busy you are, will not go into details about anything more except that it is a lead and silver property consiting of fifteen claims with two developed mines on them with a hundred thousand tons of ore mined on the dumps and in the stopes ready for the mill, which we own.

We will begin making money from the first shovel full of ore that goes in the mill.

I have seen and investigated this myself, and as you know my reputation for

truthfulness you may rest assured that your money will be returned to you in full, and your units will furnish you a very substantial income for many years to come as there is no limit to the one that is unlimited.

Please consider this as we need your money can promise you that as an investment it can not be equaled as the returns are certain, no gamble what ever.

Would appreciate it very much if you would wire your answer to me at the above address at my expense.

Had the pleasure of witnessing the opening of "America", think you have done more to instill patriotism in the hearts of the people more than anyone or thing could have accomplished in years of teachings.

Hoping this finds you injoying the best of health and success, I remain

As ever
Elmo Lincoln.

P.S. Yes! I am in the picture game.

GUEDALLA, JACOBSON & SPYER.
SOLICITORS
Guedalla & Jacobson | Spyer & Sons
E. M. Guedalla
Geo. Jacobson, K.C.

TELEGRAMS: GUEDALLA, STRAND, LONDON
TELEPHONE: GUEDALLA, LONDON
TELEPHONE 2220 2221 2222 LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

17th July, 1924.

A.H.F. Banzhaf, Esq.,
Messrs. Banzhaf, Pomblston & Littick,
180, West 42nd Street,
New York, U.S.A.

My dear Mr. Banzhaf,

So many thanks for your letter of the 7th inst.

I naturally assumed that our little account had been overlooked. But, apart from that, I have not wanted in any way to press anybody connected with the Allied Artists, because I know that although the bookings have been excellent for the different films, they have been going through a slow time with regard to collections. For instance, my own fees on the Board of Directors, which include fees as legal adviser, are rather sadly in arrear, but as I know they are quite all right, and that they are going to get paid in time, I have been content to wait.

I have been told on various sides that you were going to accompany the American Bar Association over here, and I was looking very much forward to meeting you. I know Mr. Dennis O'Brien and Mr. Burkan, but I have not had the pleasure of meeting you, - and with regard to Mr. Burkan, I am afraid I only met him a little while, and was deprived of the pleasure of entertaining him.

I am very anxious to have a good talk with both of you, either

separately or together, and I do hope you are coming over.

Believe me,

Yours sincerely,

July 19th, 1924.

Mr. P.A. Powers,
723 - 7th Ave.,
New York City, N.Y.

Dear Sir:-

This is to advise you that I have this day paid to the Central Union Trust Company $3033.33, interest on the note of $200,000.

Very truly yours,

D.W. GRIFFITH, INC.

ASSISTANT TREASURER

R[redacted]:REB

97.1

July 17, 1924.

Central Union Trust Company,
60 Broadway,
New York City.

Gentlemen:-

In accordance with your request, below we give you a statement showing results obtained on D. W. Griffith's AMERICA.

	SALES	CASH COLLECTIONS
W/E June 28, 1924	$44,125.00	$18,686.25

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

WL:AP

MUSEUM OF MODERN ART FILM LIBRARY

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VERNON HOWE BAILEY
HAROLD BIRCH
MARIE A. de BLAS

88 West 78th Street, N.Y.C.
July 16th 1924

David Wark Griffith, Esqr.,
Orienta Point, Mamaroneck.

Dear Mr. Griffith,

It has been suggested by mutual acquaintances for some time that I try to get into communication with you concerning a matter which might be of interest to both of us. Also as a Royal Welch Fusilier.

As I am quite aware that you must receive scores of requests for appointments from all sorts of people, both genuine and cranks, I am firstly writing this on our official paper, bearing my name, and secondly, sending you some references, so that you may be assured that, at least, I do not fall into the second category.

In addition, any of the important art dealers, e.g, Knoedler, Ehrich, Wildenstein, and as many others as you like, will vouch for me in addition to the International Studio, (Mr. Frankel) for which I write regularly on Furniture Styles.

If it be possible for you to magage it, I should like very much to have a short chat with you either in town, when you come in, or at Mamaroneck, at any time you would find most convenient.

Yours very sincerely,

Arthur Bles
major
late Royal Welch Fusiliers

Two other important references:
General Olephant,
President N.Y. Chapter, Sons of the Revolution
Brig. General George Richards, U.S.M.C.
Prest. Washington Chapter of the same society
address: Navy Department, Marine Corps.

DO YOU WANT TO KNOW—

Who painted some Picture you own?
Where some Famous Picture may be seen?
Whose Portrait it is?
The meaning of some Religious or Mythological Picture?
The Date of some famous Cathedral?
The Style and Date of some piece of Porcelain or Old Silver?
Who designed some Japanese Print?
Who wrote some Book or famous piece of Music?
The Style of some Piece of Furniture?
The Value of any work of Art?
The Date of some Great Battle?
What Troops took part in it?

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38 WEST 76TH STREET : : NEW YORK CITY

GREENWICH NEW

HESTI

DISTINGUISHED LECTURER

Major Arthur de Bles Scheduled at The Maples

Major Arthur de Bles, of the Royal Welsh Fusiliers, and late British Administrator of Cologne [illegible] the homes of prominent residents this month, on The Distinguished Characteristics of Architecture and Furniture, Early Italian Schools of Painting, Japanese Color Prints, etc. The first one was given at De Winton, the home of Mrs. Ernest Thompson Seton on Wednesday afternoon, his subject being "Styles of Architecture and Furniture." The other lectures in the series will be given as follows, Wednesdays at 4 o'clock: July 14, residence Mrs. H. Durant Chesver, North street, subject, "Early Italian Schools of Painting;" July 21, home of Mrs. Clifford B. Harmon, Indian Harbor, subject, "The Saints in Art and Their Distinguished Attributes;" July 28, residence Mrs. Emerson B. Newell, Brookside Drive, subject, "Japanese Color Prints: How to Judge and Distinguish Them."

Major de Bles was editor of The Weekly Critical Review, and is on a lecture tour in America. His lecture on "The Strategy of the War" has already created a profound impression in this country, as has "The Battle of the Marne 1914," "The Battle of Verdun" and "The First Battle of the Ypres."

Major de Bles is a direct descendant of Herri de Bles, 1480-1550, official painter of Philip, Duke of Savoy, and a grandson of David Bles, Court painter of Holland. He was a sailor for three years before studying painting under Jules Lefebvre, Tony Robert Henry, and Jean Paul Laurens, and sculpture under Rodin, Falguiere and Denys Puech.

In 1903 he abandoned the practical for the historical and critical side of art and published and edited an Anglo-French Review called "The Weekly Critical Review," to which all of the most celebrated writers, musicians and artists all over the world contributed regularly. In 1904 he added "The English and American Gazette" and the "Anglo-Saxon Annual" to his list of publications, and in December 1905, he founded and edited "Automobilia and Flight," the first aviation journal published in English. It appeared over three years before Bleriot crossed the Straits of Dover in his historic flight.

Immediately after the outbreak of the recent war, he raised, equipped and trained two squadrons of Volunteer Rough Riders in Paris, a large number of whom were Americans, and in January, 1915, was appointed Captain of the famous Royal Welsh Fusiliers, On May 1, 1918, he was promoted to the rank of Major and immediately after the Armistice was signed he was appointed British Administrator of Cologne, Germany, remaining at that Post from Dec. 8, 1918, until August 13, 1919, when he was demobilized, after serving five years and eleven days. Besides his work in the line, he delivered 420 lectures to troops of all the Allied armies, for the purpose of demonstrating the impossibility of a German victory. He has delivered some 80 odd speeches and lectures since his arrival in America and has received letters of approval from Marshals Joffre, Foch, Petain, Haig, Plumer, Wilson, also Prince of Wales, M. Clemenceau, Lord Reading and others.

Major de Bles was decorated in 1903 by the French Government with the order of "Academic Palms" for distinguished services to French Letter and Art. He was the youngest foreigner on whom it has been bestowed. In 1915, the French Government bestowed him the order of "Instruction Publique" (first class) for his services to military aviation.

He is stopping at The Maples.

SYMBOLS AND ATTRIBUTES
of the
SAINTS IN ART

How to Distinguish the Personages in Pictures of Sacred Subjects; Understand the Significance of their Depiction and Appreciate the Beauty of the Symbolism which Governed their Composition

by

MAJOR ARTHUR DE BLES

Late Royal Welsh Fusiliers; Chevalier of the Legion of Honor (France); Officier d'Instruction Publique (France); Auther and Illustrator of "The Illustrated Outline of Art Culture" (New York); Late Editor of "The Weekly Critical Review" (Paris and London); Art Editor of Comœdia Illustré (Paris); Contributor to "The International Studio" ("The Development of Household Furniture"); Lecturer on Art at The Louvre (Paris), National Gallery (London), Accademia (Venice), Pitti and Uffici (Florence), Prado (Madrid), and all the principal galleries of Germany, Holland and Belgium

This Monograph is the Sixth Part of

"THE ILLUSTRATED OUTLINE OF ART CULTURE"

Published in May 1924 by

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Illustrated Outline of Art Culture

A Series of 12 Concise Monographs on Standard Art Topics

OVER 1000 ILLUSTRATIONS

Text and Illustrations by

MAJOR ARTHUR DE BLES

(Editor & Contributor, Publisher and Fine Arts (Francais) (on Editor of "The Weekly Critical Review" (Paris and London), Art Editor of "The Comedy Illustrated" (Paris), Lecturer on Art Subjects at the Louvre (Paris), National Gallery (London), Prado (Madrid), Pitti and Uffizi Galleries (Florence), Accademia (Venice), etc.)

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II. French Furniture Styles, and How to Recognize Them.
III. Old English Furniture Styles, and How to Recognize Them.
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IX. Early Flemish Schools of Painting, and How to Recognize Them.
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Information and Specimen Sheets sent on request

ART CULTURE PUBLICATION INC. 38 WEST 76TH STREET NEW YORK

127

Office of Secretary,
130 W. 42nd St.
New York City.

July 18th 1924.

Oliver Ditson Company,
178 Tremont Street,
Boston, Mass.

Attention Mr. Woodman, Mgr.

Dear Sir:

In reply to your favor of the 7th inst. addressed to Mr. Sodero, musical director of this Company, relative to the right to use your copyrighted composition entitled "AT DAWNING" in the printed orchestral arrangement that this Company is preparing for the photoplay "AMERICA", I beg to advise that pursuant to our written contract with Schirmer and other musical publishers we are to pay for such permission one-half the list price of the composition multiplied by the number of copies that we intend to print and the number of times that this composition appears. At this rate, figuring that we wish to publish 150 sets and since the composition appears only once, we should pay you $75. therefor. This is the same price and the same terms as we are paying to Schirmer for the use of the composition entitled "STORM MUSIC" in the same orchestral arrangement.

I would therefore ask that you kindly consent to this method of arriving at the cost thereof, since, if we print more orchestrations we will pay you at the same rate, therefore we would be all better able to keep an exact accounting in such matters. If you desire, I will forward to you, as soon as I receive the same, a copy of the Schirmer Inc. contract for your information.

Thanking you for your past courtesies and trusting that you will consent to the payments at the rate above specified, I remain

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

AHTB:GDM

Music America

129

Office of Secretary
130 West 42nd St.
New York City.

July 18th 1924.

G.Schirmer, Inc.,
3 East 43rd Street,
New York City.

Attention Mr. E.B.Hall,
Manager of Orchestra Dept.

Dear Sir:

In reply to your letter to the attention of Mr. Campbell relative to the use by the Griffith Company of the musical composition entitled "STORM MUSIC" by Dominico Savino, in the printed orchestral arrangement that we are preparing for our photoplay "AMERICA", I beg to advise that we hereby make application to print this composition once in 150.sets instead of 100 as previously planned and for which we agreed to pay you $75.

Will you therefore kindly have your contract prepared and forwarded to us at once?

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____
Secretary.

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 18th 1924.

Mr. Hiram Abrams,
Pres., United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Abrams:

I have your favor of the 17th inst. regarding the notification letter which you mailed by registered mail to Mr. Zukor, copy of which you stated you enclosed but failed so to do. I

I have, however, received a copy of said letter addressed to Mr. Zukor, together with copy of letter therein mentioned, from Mr. Ludvig and I have replied to Mr. Ludvig as per the terms of letter, copy of which I enclose for your information and which sets forth the facts in accordance with our understanding of the matter.

Very truly yours,

AHTB/CDM

158

July 19th 1954.

Alex John Ludvig, Esq.,
General Counsel,
Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvig:

I beg to acknowledge receipt of your favor of the 17th inst., with enclosures therein mentioned, relative to press story which was signed by Pickford, Fairbanks, Griffith, Chaplin and Hiram Abrams on March 20th last.

This article, as signed by the aforesaid individuals, was prepared for publicity purposes only, and was given to the press in order to stop rumors which were being published in the Metropolitan papers, at that time, regarding the breaking up of the United Artists Corporation as such, and the dissatisfaction, alleged to be had by the artists, against Hiram Abrams as President and General Manager. Therefore this statement was handed to the press to answer such rumors and was not considered, in any sense, for any other purpose, and it was so understood, and so stated to Mr. Griffith at the time he signed the same.

At that time Mr. Fairbanks and Miss Pickford were planning to make a trip around the World which they approximated would take about a year, and none of the artists present, Mr. Chaplin not being present, discussed or considered what their definite future plans would be regarding a renewal contract or the terms thereof.

I am giving you this information so that you may fully understand our position in the matter.

Very truly yours,

AHTB:EDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[illegible] ask you to ta[illegible] advantage [illegible] it [illegible] it [illegible] more
[illegible] will take advantage of it.

DAILY NEWS

TILTING THE MOVIE WORLD

In the past few people have ever been in doubt as to whether they should go to see a picture produced by David Wark Griffith. We don't believe any one who ever saw one of his pictures was disappointed. He has been a pioneer along the film trails and always the consummate artist in the effects produced.

David Wark Griffith

In recent years folk who patronize the moving picture theatres—and who does not?—have been treated to several wonderful pictures produced by others. But nothing that ever flashed across the screen in any picture surpassed some of the scenes in "The Birth of a Nation." It is a classic of the screen, as proved by a recent revival.

It will not be surprising, then, if the movie world is tilted a trifle by the news that Griffith has signed an agreement to produce a picture for the Famous Players corporation. It is the first time he has done such a thing. It will be the first time the vast expense of producing a Griffith picture will be placed on other shoulders than those of Griffith himself.

The movie world may slip on its axis a bit, but we think it is to be congratulated. Famous Players is to be congratulated, too, but most of all we felicitate the movie-going public, which deserves to see more good things on the screen than it has any opportunity of seeing.

Griffith deserves kind words from the public and we prefer to say them now instead of following the usual custom of waiting until he dies.

CITATION FOR J. BARLEYCORN

A Philadelphia policeman seeking evidence in a saloon found enough to get himself intoxicated. He has been commended by the civil service commission for getting drunk on duty.

All of which ought to prove what the bone dry folk deny—that alcohol has its uses as well as its abuses.

117

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 18, 1924

Mr. A. H. T. Banshaf,
New York, N.Y.

Dear Mr. Banshaf:-

Mr. Abrams asks that you kindly return to him the enclosed correspondence from our Chicago representative, when it has served its purpose.

Yours sincerely,
UNITED ARTISTS CORPORATION

Assistant to the President

R

97.1

MEMBER FEDERAL RESERVE SYSTEM

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CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

60 BROADWAY

NEW YORK

July 16, 1924.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sirs:

Please take notice that in accordance with the terms of paragraph Nineteenth of the agreement between this company, D. W. Griffith, Inc. and D. W. Griffith, dated October 22, 1923, you are required to forthwith assign to and deposit with this company, under the terms of said agreement, the negatives, prints and contracts for the exhibition, distribution, publication and leasing, and the proceeds received and to be received therefrom, of the two photoplays known as:

"BROKEN BLOSSOMS"

"LOVE FLOWER".

You are also requested to inform the United Artists Corporation in writing of this assignment, and tell and direct it to make payment of all the proceeds received or to be received from said photoplays, and each of them, to this company.

Very truly yours,

Vice-President.

DCM:GC

KOHLMAN & AUSTRIAN
[illegible] CHURCH STREET
NEW YORK

103
171

July 18th
1924

Albert A. Grey, Esq.,
c/o D. W. Griffith Inc.,
1476 Broadway, New York City

Dear Mr. Grey: RE: IVOR NOVELLO

Our Mr. Austrian has just returned from England where he has conferred with our client, Mr. Ivor Novello, in referennce to the situation which has arisen out of the contract between your Company and Mr. Novello dated November 27th, 1922. Mr. Novello has asked us to take this matter up with you at once and therefore we suggest that you make an appointment to see our Mr. Austrian at this office at your earliest possible convenience.

Yours very truly,

Kohlman & Austrian

CJA.AWB

TELEPHONE HARRISON 6818

117

United Artists Corporation of Illinois

804 South Wabash Avenue

Chicago Ill July 18th, 1924.

United Artists Corporation,
729 Seventh Ave.,
New York City.

Attention of Mr. H. N. Hines

Dear Mr. Hines:-

I wrote you yesterday regarding Fanny Travers.

Mr. Corboy has made an investigation, and I today received the attached letter from him with reference to same. This will explain the entire matter to the Griffith office.

If you will please impart the news to them, I will greatly appreciate it.

Yours very truly,

UNITED ARTISTS CORPORATION

H Romalli

HOM-EJ

Sales Manager.

1 Hu

1a

Mr. Bergsfeld,

D. W. GRIFFITH INCORPORATED
303 LONGACRE BUILDING
NEW YORK CITY

Date July 13, 1954.

Manager of Laboratory,
Mamaroneck, N. Y.

Please ship to
Street Number
City and State

Their Order No.
Via
Invoice to
Terms

"Dream Street"

2 prints

Note: 1 print to be taken to Russia by Mr. Danashaw
1 print to be held for Mr. James Smith.

D. W. GRIFFITH, Inc.
By

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

ORDER No. 49

Customer No. 49

OUR No. 836

OFFICE COPY

D. W. GRIFFITH STUDIO
ORDER FOR LABORATORY PRINTING

Date July 18th 1924.

Please print the following:

5 Prints "DREAM STREET"

Note 1 print taken to Russia by Damashew
1 print to be held for Mr. Smith.

Customer No. 49 OUR No. 836

Footage see bill 8/1/24 1 Print Russia # 374.56 Studio

1- Vault.

To be shipped

Date Shipped

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Via Charges

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AGENCIES:
CHAS. H. DITSON & CO. NEW YORK.
LYON & HEALY, CHICAGO.

Boston, July 19, 1944

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Attention Albert M.T.Hanshaf, Secretary

Gentlemen:

Yours of July 18th received, and will be answered by Mr. Woodman on his return to the office Tuesday. We hope the delay will not inconvenience you.

Yours truly,
OLIVER DITSON COMPANY
M. E. Waterhouse
Secretary to Mr. Woodman

MEW

OFFICE AT
LARCHMONT STATION

HERBERT M. WILLIAMS
HOWELL C. PERRIN, Inc.

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Agents for Larchmont Hills

124

National Association
New York State Association
of
Real Estate Boards

Telephone: Larchmont 1484
1485

Larchmont N. Y. July 19, 1924.

Albert H. T. Banshaf, Esq.
140 W. 42d St.
New York City.

Dear Mr. Banshaf:-

I am glad to be able to report that the Larchmont Yacht Club is making every apparent effort to get the golf matter in shape to make a purchase.

They have been spending their money for golf course experts, drainage engineers and surveys. The map showing the topography was completed last evening and has been placed in the hands of the golf man and the engineers who should make their formal reports within the next few days.

I believe that the matter will eventually be closed and I trust that you will continue to be patient with us and then you will have no reason to regret it.

Yours very truly,

Howell C. Perrin

HCP:L

Howell C. Perrin.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANSHAF, SECRETARY
J. C. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 19th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Birth of a Nation		19798		
Way Down East		154		
Dream Street		9617		
Romance		52		
America		583		
Picture U-8	363			363
	363	30204	0	363

Eastman 30567

Regular 363

July 19th, 1924.

Mr. Gallaway,
Central Union Trust Co.,
80 Broadway,
New York City, N.Y.

Gentlemen:-

Enclosed please find the following statements that you requested me to forward to you as soon as possible:-

1. List of disbursements for week ending July 26th, 1924. Will you kindly take this matter up with Mr. Leary and have him release the amount called for from the United Artists Corporation.

2. A List of Cash Receipts and Disbursements for the week ending July 19th.

Trusting this is the information you desire, I am

Very truly yours,

ASSISTANT TREASURER

D.W. GRIFFITH, INC.

RBA:REB

D.W. GRIFFITH INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING JULY 19TH, 1924.

Balance on Hand July 12th, 1924		2793.33	
CASH RECEIVED			
United Artists Corp	3033.33		
" " " Pd direct to			
Central Union Trust Co.	15000.00		
Income from Road Show AMERICA	117.62		
Sundries	150.00		
Empire Trust Co.	8725.00		
		27026.45	
Total Cash for Week			29819.78
CASH DISBURSEMENTS			
New Rochelle Glass Co.	172.40		
Geo. W. Roebling Inc.	900.00		
Sweeney Litho. Co. Inc.	164.00		
First National Ban	1000.00		
Tunnell Advertising Co.	400.00		
Political News	150.00		
Precision Machine Co. Inc.	121.20		
Di. Salvo Bros.	850.00		
Strauss & Co.	374.45		
Hipners Company	1703.80		
R.M. Whitman	750.00		
Hoffman & Soons	200.00		
Central Union Trust Co. (Paid Direct by U.A.Corp.)	15000.00		
		21785.85	
SUNDRIES			
Central Union Trut Co. (P.Powers Interest)	3033.33		
Carlo Bobro (AMERICA Score)	46.80		
Max Reise (" ")	153.75		
Eureka Music Printing Press (A.S.)	200.00		
C.M. Conway (Petty Cash)	191.41		
		3625.29	
PAYMENTS MADE ON U-8 COVERED BY TRANSFER FROM EMPIRE TRUST CO.			
C.J. Epping (Cable Transfer)	2275.00		
W.P. Jackson	25.74		
A. Ravanagh	35.84		
J.V. Lee	56.27		
H. Cochue	47.84		
First National Bank of Mamaroneck	500.00		
		2939.69	
Total Disbursements			28350.83
Balance Cash On Hand			1468.95

CASH RECEIVED FROM UNITED ARTISTS	
White Rose - Australia	653.15
ONE EXCITING NIGHT - United States	1380.18
ORPHANS OF THE STORM " "	500.00
WAY DOWN EAST " "	500.00
AMERICA " "	15000.00
	$18003.33

DISBURSEMENTS FOR THE WEEK OF JULY 26TH, 1934.

DATE DUE			AMOUNT DUE	AMOUNT RENEWED	AMOUNT PAID
July	20	G. Gennert Inc.	101.36		101.36
"	21	Capehart Carey	4790.00	2000.00	2790.00
"	21	Exhibitors Trade Review	250.19		250.19
"	23	F.A. Lawler	157.25		157.25
"	23	Bauman & Co.	116.00		116.00
"	24	John L.E. Pell	750.00		750.00
"	24	J.E. Brulatour Inc.	3100.63	1000.00	2100.63
"	25	Minger Ring & Weinstein	50.00		50.00
"	25	Albert & Sons	150.00		150.00
"	25	Shults Bread Co.	242.23		242.23
"	26	John E. Leaby Electric Supply Co.	682.15		682.15
			10389.51	3000.00	7389.51
		Central Union Trust Co.			15000.00
		Miscellaneous Cash Expenses			3500.00
					25889.51

Rex Hyfall Inc
Cash Receipts & Disbursements for Week Ending July 18, 1924

Balance on Hand July 18 1924		2794.33	
Cash Received			
United Artists Corp	30333.83		
" " " Hodkoff			
Capital Nat'l Trust Co.	25000 —		
Income from Broadway Review	41762		
Miscellaneous	150 —		
Empire Trust Co.	8725 —		
		2102675	
Total Cash for Week			2081978
Cash Disbursements			
~~Geo. W. Hoffman Corp.~~	17240		
~~Geo. W. Hoffman Inc.~~	900 —		
~~Sweeney Lithe Co Inc.~~	164 —		
First National Bank	1000 —		
Farnell Advertising Co.	400 —		
Political News	150 —		
Precision Machine Co Inc.	121.20		
Di Salvo Bros.	850 —		
Strauss + Co	374.45		
Hynes Company	1703.80		
A. M. Whitman	950 —		
Hoffman + Soons	200 —		
Central Union Trust Co			
(Paid Direct by U.A. Corp)	15000 —		
		2178585	
Sundries			
Central Union Trust Co	303333		
(P. Powers Interest)			
Carlo Sodero (America Score)	46 80		
Max Reese (" ")	153 75		
Eureka Music Printing Press " ")	200 —		
C. M Conway. (Petty Cash)	191 41		
		362529	
Payments Made On U-8 Covered by Transfer from Empire Trust Co.			
C. J. Epping	2275 —		
W. R. Jackson	2574		
A. Kavanagh	3584		
J. V. Lee	5627		
J. H. Coehne	4784		
First National Bank of Mamaroneck	500 —		
		293969	
Total Disbursements			2835083
Balance Cash on Hand.			146895

(over)

Cash Received from United Artists

White Rose	Griffith	653.15
One Exciting Night	United Artists	1300.18
Orphans of the Storm	" "	500.00
Way Down East	" "	500.00
America	" "	15000.00
		$18,033.33

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GRIFFITH MAKES FILM HISTORY

Stays He Launched May Come Back to Fold

By MILDRED SEAIS.

A new and striking chapter in film history is the signing of David Wark Griffith, the Barrie of the screen, by Famous-Players Lasky corporation. By this keen stroke Famous-Players have set all filmdom on its mettle. What will it finally mean?

They point out:

First—The United States Artists will probably dissolve into thin air or ally themselves with powerful companies. William S. Hart is acknowledgy out of the picture field. Charles Ray has signed with his old producer and discoverer, Thomas Ince. Mary Pickford and Douglas Fairbanks will probably continue to make independent productions, but will release through Paramount.

Rumors have been rife as to the last statement over when Mary testified before the federal trade commission that Adolph Zukor had told her that he would give her $2,000,000 to quit pictures. This was just after her break with them.

Harold Lloyd and Charley Chapman will be the only two left in the lone man fight. Chaplin doesn't make enough pictures to have their release a vital matter.

David Wark Griffith

Adolph Zukor

Second.—We may expect the millennium in pictures. Griffith has always been the screen's greatest director and worst financier. For every artistic success there must be a box office success. Unusually the two are in no way related. He can now make pictures to his heart's content without thinking of the price.

Third—The astute Mr. Zukor will be the agent to assure Griffith every story, scene, or country he needs to make his pictures.

The story of David Wark Griffith is indelibly written with the history of motion pictures. He was the first director to gain public notice. He was a maker of such famous stars as Mary Pickford and Blanche Sweet. He saw the pictures as a painter sees his subject. The box office was as annoying to Griffith as the cost of paints would be to the artist.

Like Kipling's cat, Griffith has always walked alone. Few people know Griffith, the man, intimately. He is the inveterate dreamer. The prophet who has never been fully appreciated by his own people.

Lillian Gish — Mary Pickford — Blanche Sweet — Carol Dempster
Stars Griffith Helped to Make.

The absent-minded professor of the comic strips.

Sometime ago Griffith was told he owned—not owed—$30,000 in a Los Angeles safe deposit vault. He couldn't remember! The bills, thirty of them, had lain for three years without being claimed. They had to tear down the bank before Mr. Griffith was reminded of his fortune.

The pictures Griffith has made have been a queer alternate of beautiful dramas and out-and-out thrillers such as "One Exciting night."

When "The Birth of a Nation," that classic piece of work was released, many people came to Griffith and begged him to make another. They would buy stock. So he made another classic, "intolerance." It is always listed with the truly big pictures of all times. But in the patter of the studios it was a "flop." A flop is anything that doesn't bring in the bacon.

The same investors who begged him to let them in on his next picture now whined:

"Why did you do it?"

"All right," said Griffith wearily. "I'll take up the notes."

He's still paying for that artistic blunder—if there is such a thing. His finances have always been in chaos. Once an interviewer asked him to list his holdings.

"I own a felt hat five years old and a lemon ranch," he told the

Thomas Ince — Doug Fairbanks — Charles Ray — William S. Hart
Producers and Actors Concerned in Griffith Merger.

interviewer dryly.

And it has been ever thus. Because of his supreme indifference to money matters, his new contract calls for all notes to be taken up by Famous Players. The amount tops the $200,000 mark. But even here they tell a peculiarly Griffithesque tale.

"Anything you put down will be quite all right, Mr. Zukor," Mr. Griffith said.

When he was filming "America" he was the victim of the "bonus boys." The bonus boys as any sad producer can tell you are the loan sharks of the picture business. They fatten on 30 and 40 per cent. interest from their money. It's very simple. Just go to them for a few thousand pay the enormous amount of interest, and the money is yours.

The bonus boys bled Griffith until he couldn't have Washington cross the Deleware. The original Washington didn't have to poy dividends to make the other side. So that episode just wasn't there. A few rugged soldiers holding the pass at Thermopylae would have been more in Griffith's line at that time.

Griffith is a peculiarly lonely person. When he is in New York he divides his time between the Astor and a boathouse near his studio that belongs to the Flagler estate. In the boathouse there is one room rigged up as a gym, and the other serves for living, dining, bed, and workroom.

He is always open to movie aspirants, as is every famous director. When he stops for a chop a dainty waitress immediately registers something besides soup. Doting mammas are sure Mr. Griffith will think little Agnes far prettier than Mae Marsh.

Mary Pickford once said of Griffith:

"He needs a change. He thinks too much. He's tied to his studio. Of course, he thinks of Doug and Charley as children, but it wouldn't hurt him to come out on the coast and play with them for a while."

Perhaps Mary will come back under the directorial genius of David Griffith if she finally releases through Famous-Players as predicted by every one in the distributing field.

Among other stars who attribute their success to his patience and teaching are Lillian and Dorothy Gish, Blanche Sweet, Mae Marsh, Seena Owen, Carmel Myers and Pauline Starke. Miss Sweet is the founder of the "Griffith Alumnae." She feels they ought to honor their teacher in some way.

Griffith is now in Germany making "Dawn," his picture for United Artists. With him are Carol Dempster and Neil Hamilton. He is still the same modest, rangy figure of his lean years. His clothes will never fit him with the assurance they do Valentino. He will never make the millions other producers have made. But always he will be Griffith.

And even in pictures they will admit there is only one Griffith.

Movie Celebs and Their Proud Mothers

LOVELY Betty Compson and her mother, and Glenn Hunter and his mother, got together recently in the garden of Betty's Chinese home in Hollywood, where a little farewell party was given for Glenn before he left for New York. Seems like a mighty happy gathering, doesn't it?

OVER EIGHTEEN? THEN KEEP OUT OF MOVIELAND

Constance Talmadge had this to say, and say it she will: "I shouldn't advise a girl to take up motion pictures as a career after she is 25 years old. In fact, in my opinion 18 is a ripe old age for a girl to make her first essay into screen work.

Constance Talmadge

"Norma and I went into picture work when we were 14 years old. Most folks don't know it, but Norma is a camera expert, and there is no detail of film cutting, laboratory work or camera cranking with which she is not familiar. In those many years, when we were learning, both Norma and I tried our hands surreptitiously at every occupation from developing still photographs to arranging draperies on the sets."

MATCHES DOG WITH HAIR BY SIMPLE HENNA PROCESS

A dog to match the hair is the latest fashion in Hollywood, but Margaret Livingston, who has bright red hair, found it hard to match hers. But, where there's a will—. She solved the problem by applying henna to her little white dog, and next morning startled all the movie folk by stepping out of a red car followed by a tiny dog the exact color of her auburn hair.

BEST SELLERS

BOOKS.

FICTION.

"The Golden Ladder," by Rupert Hughes.
"The Dream," by H. G. Wells.
"Helen Appleton," by Philip Gibbs.

NON-FICTION.

"The Life of Woodrow Wilson," by Josephus Daniels.
"Right Off the Chest," by Nellie Revell.
"The Failure," by Giovanni Papini.

MUSIC.

Music Records.

Victor.

Dance: "There's No One Just Like You"; "Why Don't My Dreams Come True?" foxtrots.
Vocal: "You Know you're Alabam'"; "Nobody's Child," by Georgie Price, with the Troubadours.
Standard: "Brown October Ale"; "Stein Song," by Reinald Werrenrath.

Vocalion.

Dance: "Chickie"; "You Left Me Out in the Rain," foxtrots, by the Bar Harbor Society orchestra.
Vocal: "When Dixie Stars Are Playing Peek-A-Boo"; "You Can Take Me Away from Dixie," by Irving Kaufman.
Standard: "Kiss Me Again"; "Rose in the Bud," violin solo by Marie Dawson Morrell.

Brunswick.

Dance "From One 'Till Two"; "Lots o' Mama," foxtrots, by Ray Miller and his orchestra.
Vocal: "Land of My Sunset Dreams"; "Any Old Time at All," by Emily Earle and James Sheridan.
Standard: "Tho' Shadows Fall"; "Give a Man a Horse He Can Ride," baritone solos, by John Barclay.

Columbia.

Dance: "It Had to Be You"; "Shine," foxtrots, by the California Ramblers.
Vocal: "Don't Mind the Rain"; "Lazy," by Blossom Seeley.
Standard: "An Open Secret"; "Red Red Rose," by Margaret Romaine.

MUSIC ROLLS.

Q. R. S.

Foxtrots: "Oriental Love Dreams"; "It Had to Be You."
Waltzes: "Memory Lane"; "Honolulu Rose."
Ballads: "Say It Again"; "Who Wants a Bad Little Boy?"

MAKE MOVIES WITHIN MOVIES

Potash and Perlmutter turn from the cloak and suit to the motion picture producing business in "In Hollywood With Potash and Perlmutter," and a movie is made within the movie. Mawruss and Abe believe in box office titles, so they choose to call their first production "The Guilty Dollar," with Betty Blythe portraying the vamp role.

ENGLISH ACTOR

Clive Brooks, popular English screen actor, and Warner Baxter have been added to the cast of "Christine of the Hungry Heart" in which Florence Vidor will star and Ian Keith play leading man. Miss Vidor is now completing work on "Barbara Frietchie," in which she plays title role.

TOM, THE ALASKAN

Here's Mr. Meighan in His Brand New Film.

OUR FRIEND Thomas Meighan has turned to the corduroy trousers and the gun pouch in his new fillum, "The Alaskan," which has just been finished, and which will be put before his fans before many weeks have elapsed. Think Tommy looks remarkably well, don't you?

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

178A

July 31st 1924.

Mr. E.A. Powers,
723 Seventh Ave.,
New York City.

Dear Mr. Powers:

I tried to get you on the 'phone today but you were busy. This, relative to request that you kindly call Mr. Muhleman relative to the Griffith matters. Mr. Muhleman has had a talk with Mr. Davison and Mr. Davison has expressed the desire that Mr. Muhleman have a further talk with you.

I would certainly appreciate it if you would call Mr. Muhleman at your earliest opportunity.

In this connection, I wish to against speak about insurance on the negative of "AMERICA" . We now have two complete negatives of this production, one is at the Claremont Laboratory, from which prints are being made and the other is at the Griffith Studio. Hence, they are in separate vaults and the only risk we would be taking in cancelling the insurance would be that both negatives be consumed by fire at different places simultaneously. Such state of facts would be practically impossible and of course if one negative would be destroyed we could then immediately take out insurance on the other.

As it now is, we are paying high insurance premiums for fire insurance on the negative which, in case of being destroyed by fire at once place, would only net us the footage value of the negative since the insurance company could show that we were not damaged on account of having the other negative intact.

The Bank has expressed a willingness to have this insurance cancelled and if you will consent, we can save a considerable premium.

Thanking you for your prompt consideration of these matters, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/GDM

117

July 31st 1924.

Mr. Albert L. Gray,
Vice-Pres., D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Mr. Gray:

I received a copy of the annexed letter from the United Artists Corporation relative to an alleged cause of action by one Fanny Travers against the Griffith Company arising out of an alleged injury sustained by her at the ILLINOIS THEATRE, December 8th 1923. Will you kindly advise me what picture was shown at the ILLINOIS THEATRE at that time and who the Manager for the Company was, in order that we may ascertain if they have any knowledge of the accident.

I have informed Gascoigne and Reid to notify the Insurance Company of this claim as I believe we carried a blanket public liability insurance on all road shows.

Very truly yours,

AHTB/GDM
a

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

117

July 31st 1924.

Hasenigue, Reid, Inc.,
5 East 44th Street,
New York City. Attention Mr. Reid.

Dear Mr. Reid:

Just received word that an attempt was made to serve D.W.Griffith, Inc., in Chicago, Ill, arising out of an alleged injury to one Fanny Travers, which action is brought against the ILLINOIS THEATRE and D.W.Griffith, Incorporated and demands damages in the sum of $10,000. for said alleged injury sustained by the said Fanny Travers as a result of the breaking of a seat by her at the ILLINOIS THEATRE, in December 1922.

I do not recall off hand what picture was shown at the ILLINOIS THEATRE at that time but will let you know as soon as possible. However, I thought it would be a good idea for you to notify the Insurance Company of this alleged action since this is the first knowledge we have received of the same.. Of course, we are having the attorneys for the United Artists in Chicago, viz. Messrs. Dunne and Corboy of #209 South La Salle Street, Chicago, contest the validity of the service, on the ground that no representative of the Griffith Company was served.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

117

July 31st 1924.

Messrs. Dunne and Carbay,
209 South La Salle Street,
Chicago, Ill.

In re: Fanny Travers vs. D.W. Griffith Incorporated.

Gentlemen:

The United Artists Corporation have forwarded copies of your letters of the 11th inst and 17th inst. relative to the above matter to me, advising of the alleged cause of action at the ILLINOIS THEATRE on December 8th, 1922. Since there was no representative of the Griffith Company in Chicago upon whom service could be had I assume that you can have this service set aside.

I have, however, taken the precaution of notifying our insurance brokers of this alleged action so that we may be protected under out blanket public liability insurance on road shows.

As soon as you receive any further details regarding this alleged action will you kindly advise me thereof, and oblige

Very truly yours,

AHTB/GDM

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8300
CABLE ADDRESS: "FAMOUS"

Legal Department
Galen A. Spaun
Harold Minor Birnes
Austin C. Keough
Charles E. Hoefnagels
Attorneys

Elec John Ludwigs
General Counsel

July 31, 1924

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City

My dear Mr. Banshaf:

In view of the letter Mr.Abrams sent to Mr. Zukor, I wish you would be good enough to send me a copy of the contract between Mr.Griffith and/or D. W. Griffith, Inc. and United Artists, with any and all amendments to date.

Yours very truly,

EJL:LHG

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

101

July 31, 1924.

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
West 42d Street,
New York City.

Dear Mr. Banshaf:-

Herewith please find Balance Sheet and Income Statements from the Allied Producers and Distributors Corporation and the United Artists Corporation as of May 31, 1924.

Yours truly,

UNITED ARTISTS CORPORATION

Maurice G. Cleary
Treasurer
M.G.Cleary

Encl.
MGC:AP

POSTAL TELEGRAPH — COMMERCIAL CABLES

RECEIVED AT
195 WEST 42nd ST.,
NEW YORK CITY
Telephone, BRYANT 7000-0040

TELEGRAM

DELIVERY NO.

This is a fast Telegram unless a letter is indicated by a mark after the number of words — "Blue" (Day Letter) "N.L." (Night Letter) or "Nite" (Night Telegram). Time in Transmission is indicated on this message.

204 NY MU 91 2AM 44 RAUIC

BERLIN JULY 22 1924

LUD BANZHAF

GREYGRIF NY (BANZHAF W D GRIFFITH 1303 -1473 BWAY)

IF BY ANY CHANCE ARTISTS LETTER IS BINDING IT IS
A MOST STUPID AND FATAL MISTAKE STOP AT THE TIME
AND AFTERWARDS YOU ASSURED ME LETTER MERELY FOR PRESS PURPOSES
AND NOT ON AGREEMENT WHAT ARE YOU GOING TO DO CABLE

GRIFFITH

Telephone Murray Hill 4-9-9 | Cable Address GASCOIGNE, New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

117

July 25, 1924

Mr. Albert H.T.Danzhof,
130 West 42nd Street,
New York City.

c/o Danzhof, Pembleton & Littick

Dear Sir:

We have for acknowledgement your letter of July 21st wherein you report that an attempt had been made to serve D. W. Griffith, Inc. in connection with an alledged injury to Fannie Travers.

We have properly reported this matter to the Insurance Company for their attention and would appreciate your advising us of any new developments in the matter.

Yours very truly,

GASCOIGNE, REID & COMPANY, INC.

EPG/AL

By Edw. G. Gascoigne.

P. A. Powers
1564 Seventh Ave.
New York

1784

New York, July 22, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

Please take notice that in accordance with the terms of paragraph Nineteenth of the agreement between David W. Griffith, D. W. Griffith, Inc. and the undersigned, dated January 25, 1924, you are required to forthwith assign to and deposit with the undersigned under the terms of said agreement, the negatives, prints and contracts for the exhibition, distribution, publication and leasing, and the proceeds received and to be received therefrom, of the two photoplays known as:

"BROKEN BLOSSOMS"
"LOVE FLOWER"

You are also requested to inform the United Artists Corporation in writing of this assignment, and tell and direct it to make payment of all the proceeds received or to be received from said photoplays, and each of them, to the undersigned.

Very truly yours,

P. A. Powers

PAP*K

971

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. SMITH F. L. LEGGETT
LYON GARDINER H. B. HARRIS
J. A. STAYER R. W. WHITE
C. J. FULLER R. A. DUNTON
BANKING QUARTERS
M. FERGUSON, VICE PRESIDENT & SECY.
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY

NEW YORK

July 23nd, 1924.

A. H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:

This is to make formal acknowledgment of your favor of the 22nd instant, addressed to Mr. Berrien, in which you advised that the assignment of "Broken Blossoms" and "The Love Flower" to us has been prepared and will be executed and delivered to Mr. Muhleman.

We appreciate your courtesy in this matter, and remain

Very truly yours,

A. T. Galloway

Credit Department.

ATG/LH
Banking.

971

Benscher Pendleton & Littise
Counsellors at Law
Grand Central Building
100 West 45th Street
New York

Albert H. T. Benscher
John H. Pendleton
H. Clay Littise

Telephone
Bryant 5987
Cable address
"Benscher"

July 28nd 1924.

Mr. R.B. Austin,
Asst.Treas.,D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Austin:

I enclose herewith one Original Assignment and a copy, covering "BROKEN BLOSSOMS" and "LOVE FLOWER" which I would kindly ask you to have Mr. Grey execute, returning both to me.

Also enclosed is a copy of letter which I have this day sent to Mr. Berrian in answer to his request for such an assignment.

Thanking you in advance for having Mr. Grey execute these instruments at the earliest convenience, I remain

Very truly yours,

Albert H. T. Benscher

GDM
Encs.

188

July 23d 1924.

Nick John Ludvig, Esq.,
General Counsel, Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvig:

I am enclosing copy of the original contract between D.W.GRIFFITH and the UNITED ARTISTS CORPORATION under date of the 5th day of February, 1919. This has been assigned by Mr. Griffith to D.W.GRIFFITH, INC., which Company has taken over and assumed the obligations thereof. This said contract has been recently amended relative to division of gross receipts as per copy which I am enclosing herewith.

The only other contracts that were signed by the parties were in reference to the foreign rights for the pictures called for in the foregoing contract and did not change the terms of this contract in any manner.

Very truly yours,

AHTB/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

[redacted]

Oliver Ditson Company

[illegible]

DEALERS AND EXPORTERS IN

MUSIC, MUSIC BOOKS AND MUSICAL INSTRUMENTS.

178-179 TREMONT STREET

BOSTON

July 22, 1924

D. W. Griffith, Inc.
303 Longacre Bldg.,
New York City

Attention Mr. Albert H. T. Banahai

Gentlemen:

Yours of July 18th, which was received in my absence has been carefully read. Our understanding of the matter was that the payment was to be made on the basis of the price paid in June 1922, or $126.56, and we do not see why we should be called upon to make a reduction from this figure, but as you promise on request to send us a copy of the Schirmer, Inc. contract for our information, we will wait until you can send it before reaching a decision, and in the meantime we enclose copy of our letter of July 16th, to Mr. Sodero, and ask you to kindly send us the copy of release asked for.

Yours truly,

OLIVER DITSON COMPANY

C. A. Woodman

Mgr.

CAW:MW

IS EXPECTED

WESTERN UNION

Form 1-01

WESTERN UNION TELEGRAM

1924 JUL 25 PM 4 13

GEORGE W. E. ATKINS, First Vice-President

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

RECEIVED AT

1450 BROADWAY
PENNA 0540-3

240C SM 55 BLUE

CHICAGO ILL 25GP JULY 25 1924

BANZHAF PEMBLETON AND LITTICK

BUSH TERMINAL BLDG 130 WEST 42 ST NEWYORK NY

IN RE TRAVERS Vs GRIFFITH YOUR LETTER TWENTY FIRST STOP NO SPECIAL APPEARANCE FILED AS YET BEHALF OF GRIFFITH TO QUESTION SERVICE STOP KINDLY ADVISE US NAME OF INSURANCE COMPANY AND THEIR CHICAGO ATTORNEYS IF POSSIBLE IN ORDER THAT WE MAY CONFER RELATIVE TO FILING SPECIAL APPEARANCE AS SAME SHOULD BE FILED IMMEDIATELY

DUNNE AND CORBOY

RECEIPT SHOWN ON THIS MESSAGE IS EASTERN STANDARD TIME

404P

July 23rd, 1924.

Mr. Gallaway,
Central Union Trust Co.,
80 Broadway, New York.

Dear Mr. Gallaway:-

Attached please find statement of D.W. Griffith's Equity in Unplayed Foreign Business.

Trusting this is the information that you desire I am

Very truly yours,

D.W. GRIFFITH, INC.
ASSISTANT TREASURER

RBA:REB

UNPLAYED CONTRACTS IN FOREIGN COUNTRIES

ENGLAND

Week Ending		Sales	Played	Unplayed	D.W. Griffith Inc. Equity In Unplayed Business
June 20	WAY DOWN EAST	£152464-14-7	£130753- 0-10	£21711-13-9	(AMERICAN DOLLARS)
	DREAM STREET	14431-16-0	13949 -16-0	482- 0-0	
				£22193-13-9	$ 67968.18

AUSTRALIA

Apr.26	WAY DOWN EAST	£21430-19-6	£21312-14-6	£ 118- 5-0	
	LOVE FLOWER	4207- 4-3	3956-19-8	250- 5-7	
	ORPHANS STORM	13311- 0-8	13168-13-11	142- 6-9	
	DREAM STREET	4132-16-1	3659-15-1	473- 1-0	
	WHITE ROSE	3830- 0-7	2751-13-10	1078- 6-9	
				£ 2062- 4-1	$ 6315.50

FRANCE
(Amounts in American Dollars)

May 31	DREAM STREET	$ 18986.11	$ 18366.52	$ 619.59	
	LOVE FLOWER	10147.11	9837.59	309.52	
	WHITE ROSE	6786.01	4169.02	2616.99	
				$ 3546.10	$ 2127.66

SOUTH AMERICA
(Amount in Argentine Paper Pesos)

March 1	WHITE ROSE	5653.15	1713.15	3940.00	
	LOVE FLOWER	880.00	240.00	640.00	
	ORPHANS STORM	1312-35	475.60	836.75	
	DREAM STREET	600.00	150.00	450.00	
	WAY DOWN EAST	2380.00	1400.00	980.00	
				6846.75	$ 1345.45

FAR EAST
(Amounts in Japan Yens)

1923. Nov.3	WAY DOWN EAST	91501.36	88151.36	3350.00	
	LOVE FLOWER	8760.43	5210.43	3550.00	
	DREAM STREET	14186.47	13336.47	850.00	
	ORPHANS STORM	40333.66	24483.66	15850.00	
				Y23600.00	$ 6773.20
					84529.99

Unplayed Contracts in Foreign Countries

England

Week Ending		Sales	Played	Unplayed		D.W. Griffith Share Equity $
June 20	Way Down East	£ 102440-16-7	102140	0	102301-11	15 7
	Dream Street	£ 14031-16-0	13997	10 0	£ 18-0	0 0
					£23195	13 7

Australia

April 26	Way Down East	£ 21430-19-0	21310-15-6	115	8 0	
	Love Flower	£ 4207-4-3	4956	19 5	250	0 7
	Orphans of the Storm	£ 13311-0-8	13168	13 11	143	6 7
	Dream Street	£ 4132-16-1	3657	15 1	475	1 0
	White Rose	£ 3850-0-7	2241	18 10	1038	6 7
					£2062	4 1

France
(Amounts in American Dollars)

May 31	Dream Street	1898611	1836652	61959	
	Love Flower	1014711	983759	30952	
	White Rose	678601	416902	261699	
				$ 354610	212766

South America
(Amount in Argentine Paper Peso)

March 1	White Rose	5653 15	1713 15	3940 –	
	Love Flower	880 –	240 –	640 –	
	Orphans of the Storm	131235	47560	83675	
	Dream Street	600 –	150 –	450 –	
	Way Down East	2380 –	1400 –	980 –	
				684675	134545

Far East
(Amounts in Japan YENS)

Nov 3 1923	Way Down East	9150136	8815136	3350 –	
	Love Flower	876043	521043	3550 –	
	Dream Street	1418647	1333647	850 –	
	Orphans of the Storm	4033366	2448366	15850 –	
				¥ 23600 –	677320
					8452999

COPY FOR MR. SANDHAM

171

July 23, 1924.

Central Union Trust Company,
60 Broadway,
New York City.

Gentlemen:-

In accordance with your request, below we give you a statement showing results obtained on D. W. Griffith's "AMERICA".

	SALES	CASH COLLECTIONS
W/E 7/5/24	$15,675.00	$9,601.25 (Actual)

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

WL:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

178

Los Angeles, July 22, '24.

Mr. Loyd Wright,
Guardian Bldg.,
CITY

Dear Mr. Wright,

This letter is written in compliance with your request for a statement from me in narrative form dealing with the engagement of D. W. Griffith's "AMERICA" at the Forum theatre, this city.

I arrived in Los Angeles on Saturday, April 12, to direct the exploitation and other preliminary details. After a series of delays the opening performance was given on Thursday night, May 22.

The troubles of the B. & H. Circuit began with the first preparations for the opening and were due to an utter lack of organization. My first disagreement with them arose over the cost of preliminary advertising which totaled, I believe, around $15,000. William A. Hussey, promoter of the Forum and president of the B. & H. Circuit, contended that the Griffith Office should pay 70% of this but Mr. Grey felt that an extra contribution of $3,000 from the gross receipts, above the weekly allowance of $3,000 weekly for advertising, as specified in the contract, would be more equitable from our standpoint. In a telegram to me, which I am leaving with you, Mr. Grey authorized me to make the adjustment on that basis.

On Saturday, May 24, ~~xxxxx~~ a portion of this $3,000 was paid by deduction from the gross receipts of that week. For the remainder, of which the company's share (70%) is $1269.95, I have given Mr. Hussey a receipt showing that this amount is to be credited to the B. &. H. Circuit on the final payment of its guarantee.

Coming down to the difficulties of theatre operation, they can be more readily understood, I believe, if classified as I will give them to you here:

PRESENTATION

The presentation features were terrible. They consisted of a fifteen-minute organ recital, soloby a brass singer and orchestra overture followed by a long series of subtitles and tableaux depicting various historical incidents. The tableaux in turn were followed by a spoken prologue, also historical in character.

The subtitles, tableaux and prologue were intended to create historical atmosphere for the picture but because of their crudeness and length they merely constituted an overdose of history. They detracted seriously from the entertainment value of "AMERICA" - a fact that was later admitted when my protests were heeded and all the subtitles and tableaux were eliminated.

An "AMERICA" title, flashed at the beginning (ahead of the subtitles and tableaux) created an impression with the audience that the mediocre presentation features were a part of the Griffith production. Although I made frequent protests, this title was not removed for several weeks.

These presentation features were not given at the preview on Wednesday night, May 14, because scenery for the prologue had not arrived. The first time I witnessed them was at the formal opening.

The opening was very successful from the viewpoint of attendance but disastrous in an artistic sense. The bad impression left by the amateurish presentation features overbalanced enjoyment of the picture.

The orchestra was also bad. The score was manhandled, as Mr. Briel and Mr. Silvers will agree. Mr. Briel is the composer of the score, now in Los Angeles, and Mr. Silvers is the general musical director for the Griffith office, who was sent on from New York to rehearse the orchestra.

PUBLICITY

I directed the opening campaign, with the cooperation of H. H. Beall, who was engaged by the Forum management. There was much criticism of our copy and the set-up of newspaper ads on the ground that Mr. Griffith and "AMERICA" were too heavily featured. Vigorous condemnation of the Griffith "type ads" was expressed almost from the start and I finally discontinued preparing copy. I told them to handle the campaign themselves, subject to our approval of copy. Finally they became delinquent with the daily newspapers and for approximately three weeks before we closed, the

evening Herald would not run their copy. Failure to pay other newspapers resulted in all copy being dropped ten days before closing and there was no more paid advertising in the papers until Thursday, July 17 -- three days before the engagement terminated.

With $5600 due them, Foster & Kleiser cut off the billboard advertising.

Printing bills were likewise overdue and no material could be secured for "sniping" and other small work. Practically nothing in the way of ~~an~~ outdoor exploitation was done after the opening.

The fact that "AMERICA" did almost $9,000 on its closing week without adequate advertising is a strong commentary on its drawing qualities.

LACK OF MANAGEMENT

Long before the opening it developed that William A. Hussey was not fitted by experience or ability to manage the house. On numerous occasions he showed woeful ignorance of matters familiar to the showman of average experience but he steadfastly refused to engage a manager or otherwise strengthen his organization. Julius Johnson, wearing the title of managing director is an organist and he had little time to devote to management. Fred Valles, house manager, was competent only to look after the boxoffice, ushers and other routine matters, so that the larger problems of exploitation and promotion were passed up.

Although the Griffith contract contained the usual clause governing free admissions by mutual agreement, it was flagrantly violated and Hussey literally ran wild on passes. The program publisher, stage manager, house manager, treasurers, publicity agents and various stockholders (including Potter) wrote passes indiscriminately and many others who did not write their own secured books of them from Hussey, signed in blank. These could be filled in by the holder for any date and any number of admissions. On Friday night, July 18, the night before closing, ~~the~~ 258 individuals were admitted on passes. Of these passes 95 were issued by Leo Barclay, the house press agent; 55 by Valles, the house manager and 45 by Hussey. It was not unusual for Hussey to have from 35 to 50 passes in at any performance earlier in the engagement. Although I made vigorous protests, about the only result was to reduce the number of passes on Saturdays and Sundays.

Perhaps the prize example of Hussey's inexperience and bad judgment was the issuing of several pads of passes to a man named Campbell who had charge of the gasoline station on the theatre's parking ground. These were for two each, good any time except Saturday and were given away to purchasers of gasoline.

However, all this lack of management did not bar attempts at sharp practice. The first and most flagrant instance of this came when, at Hussey's direction, the house manager stuffed the ticket box with unsold admission tickets, the object being to prevent the three weeks' stop clause in the Griffith contract from applying. By prompt and vigorous action we were able to resist this successfully and the engagement was extended under the supplemental contract drawn by yourself.

Again, when the period covered by the supplemental contract was played out, they showed no disposition to devote any of the receipts toward the reduction of the guarantee and it was only by threatening to withdraw the picture that we secured a check for $500 covering our actual expenses for the week ending July 5. Under this same verbal agreement, we collected 25% of the cash receipts of each performance, beginning with the Tuesday matinee, July 8.

RECOMMENDATIONS

The Forum is now in the hands of a committee representing the creditors, though no court action has been taken. Inasmuch as the Griffith claim, totaling $21,237.08 is the largest, with the possible exception of the Kimball Organ company, I believe we should be represented on this committee or at least keep in very close touch with its workings. The creditors have designated L. W. Covert of the Eastman Construction Co. as their trustee to operate the theatre and conserve the assets of the B. & H. Circuit to the end that the house may eventually be put on a paying basis and thus enable the corporation to pay off its indebtedness. The creditors have agreed to take no drastic action, such as serving attachments, and it is doubtful that such a move on our part would avail anything, since it would likely precipitate a stampede of the other creditors and lead to bankruptcy and

a forced sale of the property. However, this is a legal question which I will not attempt to pass upon.

Another possibility to be considered is that the B. & H Circuit may attempt to resist the Griffith claim. The circuit's attorney, Bernard Potter, has already stated (through his associate, Mr. Bowring) that the failure of Mr. Griffith to attend the Farum opening breached the contract despite the fact that the contract carries a "physically possible" qualification. I believe that early steps should be taken to learn the intention of the B. & H. Circuit in this connection. A conference with Mr. Covert, trustee for the creditors would be helpful, I believe.

A meeting of the stockholders called for July 28 should be watched and if possible we should guard against untruthful and misleading statements at this meeting by Hussey or Potter.

Hussey will leave for a trip to Alaska, I understand, soon after the stockholders' meeting.

I can be reached C/O the Broadway theatre, Denver, until August 4 and after that date C/O John Golden, Hudson theatre Bldg., New York city. Address me as "Business Manager, 'XXXXXX 'Lightnin'" if you have occasion to communicate with me at Denver.

Yours ~~xxxxx~~ truly,

Jack Lane

Mr. Keughey

Here you may
retain for your fees
if you deem

124

July 30th 1934.

D.W.Griffith Studio,

Mamaroneck, N.Y. Att. Mr. Holland

Dear Mr. Holland:

Will you kindly permit the bearer, Mr. White, to show at reasonable times, the Griffith Studio, to would-be or prospective purchasers until further notice.

Of course, only such people are to be admitted when accompanied by Mr. White personally.

Very truly yours,

AH TB:MD

D. W. GRIFFITH COLLECTION
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PRESIDENT M. T. HANZHAF
130 W. 42ND ST.
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NEW YORK CITY

THE FILM DAILY
The BRADSTREET of FILMDOM
The RECOGNIZED AUTHORITY

Vol. XXIX No. 19 Wednesday, July 11, 1928 Price 5 Cents

DENY "BIG 4"—ZUKOR DEAL; BOTH CLAIM D. W. GRIFFITH

Two New First-Runs

Moss House Opens in Late Fall—Ochs' Piccadilly in September—Each for Pictures

The number of Broadway first-runs will be increased by two houses this fall. One will be the Piccadilly on Broadway between 51st and 52nd Sts., and across the street from the Capitol. The other will be the unnamed Moss house at Broadway and 52nd St., directly across from the Piccadilly.

The Piccadilly is scheduled to open in early September. The house will seat 1,560. Ochs is at present dickering for his first release. If possible, he hopes to develop extended runs. Those producers who have experienced trouble in breaking into Broadway houses will have an outlet at the Piccadilly. If Ochs conducts the kind of theater he expects to, the complexion of the Broadway first-run situation will be changed.

The Moss theater will seat 2 500. It will be completed late in the fall and will have a week-stand picture policy.

Lopez Plans Unique Programs

Vincent Lopez who will conduct the orchestra at the Piccadilly will appear at the house three times per day. Speaking of the musical standard he hopes to establish, he said yesterday:

"I intend to establish what will be definitely known as an American orchestra. Heretofore, our theaters have been dependent for effects on the music arranged by foreign conductors. I intend to take the tried and proved operatic pieces and so arrange them to a refined, symphonic jazz style, that they will be comprehended by all classes of people".

Baltimore Back to Old Scales

(Special to THE FILM DAILY)

Baltimore—Practically all loca theaters have returned to the old ad mission prices, minus the tax.

T. O. C. C. Meets Thursday

The board of directors of the T. O. C. C. met yesterday, to be followed by a regular meeting tomorrow.

To Be Discussed At Meeting Soon

Claimed D. W. Made Deal Without U. A.'s Knowledge—Director Says He's Free

Before Douglas Fairbanks and Mary Pickford leave New York for the Coast in a few days, a meeting of United Artists' directors will be held to discuss a number of matters, among them the relationship of D. W. Griffith to that organization.

Apparently, Famous Players and United Artists cannot agree in whose services the producer is committed. It is understood that United Artists claims that Griffith entered upon his new arrangement without the knowledge of that group. The attitude of the Griffith organization is summed up by a statement made yesterday by Gerritt J. Lloyd, who said:

"Mr. Griffith has made no prior contract that conflicts with his plans to make three productions for Famous Players".

Upon his return from Europe, Fairbanks told ship news reporters that Griffith is still allied with United Artists and intimated that while he

(Continued on Page 2)

Hirsh Forms Marlborough Prod.

Nathan Hirsh, president of Aywon, has formed Marlborough Prod. to distribute. He has secured a series of six five-reel society melos, the first of which, "The Law and the Lady," is now nearing completion on the Coast. The new unit will in no wise interfere with Aywon.

Marangella, Keyes Sailing

Lou Marangella and Donald Keyes are here from Los Angeles, preparatory to sailing on the Leviathan Saturday for Rome. Marangella will handle "Ben Hur" publicity while Keyes will handle some of the camera work.

Mary In "Peter Pan"?

A Very Interesting Angle on the Reported Merger—The Hearst Story

(Special to THE FILM DAILY)

Baltimore—Under a New York date line, the Baltimore American yesterday morning, said in part:

"The greatest motion picture merger ever consummated is imminent, according to exclusive information obtained today by Universal Service. It will cast under the main tent of Famous Players-Lasky, Douglas Fairbanks, Mary Pickford and Charlie Chaplin.

"The combine, contemplated for months, and, according to report now in its final evolution, will result in the absorption by Famous Players of United Artists. The latter concern has been sole distributor of all Fairbanks, Pickford, Chaplin and D. W. Griffith pictures.

"Griffith, it was announced last week by Adolph Zukor, in the future will make pictures for Famous Players.

(Continued on Page 2)

Benefits for Lorain Sufferers

(Special to THE FILM DAILY)

Cleveland—M. B. Horwitz, head of the Washington Circuit, has started a plan of giving benefit performances for victims of the Lorain disaster. He donated all the admissions received last Monday. Others followed suit, including the Ohio Amusement Co., six houses in Lakewood, and the Wind-A-Meer in East Cleveland. The exchanges donated the films.

Tourneur With Hearst

(Special to THE FILM DAILY)

Los Angeles—It is understood Maurice Tourneur has signed a contract with William Randolph Hearst to direct Marion Davies in at least one picture.

Hearing in L. A. Again

(Special to THE FILM DAILY)

Denver—The Federal Trade Commission hearing against Famous Players closed yesterday to resume Monday in Los Angeles.

"Untrue"—Ludvigh "Absurd"—O'Brien

Hearst Publishes Reported Merger—Says Mary Will Do "Peter Pan"

Reports current in New York for some time past, concerning the future of United Artists, culminated in print yesterday morning with the publication in the Daily Mirror, of New York, the Baltimore American, and apparently other Hearst newspapers, that United Artists would merge with Famous Players.

The story was denied by Dennis F. O'Brien, general counsel for Douglas Fairbanks and Mary Pickford, and a director of United Artists, who called the entire report "absurd," and by Elek John Ludvigh, general counsel for Famous Players, who laughed and said:

"Don't pay any attention to it."

Universal Service telegraphed the story that has been discussed in New York:

That Fairbanks, Pickford and Chaplin would release through Famous Players and that, as part of the deal, Miss Pickford would appear in "Peter Pan."

Vote Against Salacious Films

(Special to THE FILM DAILY)

Los Angeles—The Associated M. P. Producers of California, the Coast unit affiliated with the Hays organization, at a meeting, adopted a resolution pledging its members not to aid in "the production, distribution, or exhibition, of any picture salacious in character".

Reed to Direct

(Special to THE FILM DAILY)

Los Angeles—Work on "Never the Twain Shall Meet" starts in about three weeks. Anita Stewart will be featured, with Luther Reed directing. Script by Eugene Mullin. This will be Reed's first directorial effort.

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Central European Representative—Internationale Filmschau, Prague (Czecho-Slovakia), Wenceslaus.

Quotations

	High	Low	Close	Sales
East. Kod.	108½	108¼	108¼	500
F. P.-L. ..	82	81½	81½	1,500
do pfd. ..	96¼	96¼	96¼	200
Goldwyn ..	14	14	14	800
Loew's	16⅝	16⅝	16⅝	800
Warner's			Not quoted	

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George E. Kann Corporation
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We have been handling Motion Picture and Theatrical Insurance for the past fifteen years and are in a position to handle any proposition—big or little.
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1540 Broadway, N. Y. C.
Bryant 3040

Both Claim D. W.

(Continued from Page 1)

may think he will produce for Famous, he may discover differently.

Speculation developed yesterday over the exact meaning of the statement issued following the United Artists annual meeting in New York on March 28 last, which read, in part:

"The annual meeting of stockholders and owners of United Artists Corp. was held at the offices of United Artists Corp., 729 7th Ave., New York City, on Friday, March 28, 1924 at which were present Mary Pickford, Charles Chaplin, Douglas Fairbanks and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contracts but to renew and extend their contracts for a period of three years, except Charles Chaplin who has eight pictures still to deliver to the corporation."

In one quarter it was pointed out that the statement did not signify the new contracts had been signed but merely that it had been decided to do so. Whether or not this might have a bearing on the Griffith matter is problematical.

On behalf of Famous Players, E. J. Ludvigh said:

"We hold a contract with Mr. Griffith. If Mr. Griffith is involved in any controversy, it must be between himself and United Artists. We have nothing to do with it. I have no doubt that Griffith is amply responsible for his actions. If he has made a contract with us, I presume he can respond. If Griffith has breached his contract with United Artists, they are, of course, entitled to damages, based on what profits would have accrued from the distribution of his product."

One Night Stands in S. D.

(Special to THE FILM DAILY)

Henry, S. D.—L. W. Smith announces a plan to establish a circuit in nearby towns, with showings of one night a week.

Weiss Plans Long Trip

Louis Weiss of Artclass Pictures will leave Aug. 1 for an extensive sales trip that will take him to every key city throughout the country.

Bonns Arrives

Eddie Bonns arrived from the Metro-Goldwyn studios yesterday with a number of exploitation plans for fall pictures outlined.

Mary In "Peter Pan"?

(Continued from Page 1)

"A feature of the deal, according to report, will be the contracting with the Fairbanks-Pickford units to release all future productions through the Zukor organization.

"Screen fans may contemplate in this latest Famous Players move the possibility of seeing Mary Pickford in the title role of 'Peter Pan.' The rumor this would come about has been persistent for some time, although until now there has been no apparent explanation, as Famous Players controls the motion picture doings of all works by Sir James M. Barrie, 'Peter Pan's' author.

"Jesse Lasky, vice-president of Famous Players, returned last week from London, where he conferred with Barrie about possible 'Peter Pan' leads, but no announcement of a decision has been made. Mary is alleged to be the choice of Sir James and the public for 'Peter Pan' but she has denied vehemently at all times she would make pictures for any company other than her own."

Films for Home Use

According to Popular Science, films are made available for home, classroom or church, by the invention in England of fire-proof paper film and a projection machine that may be handled easily by amateurs.

King Before A. M. P. A.

Henry King will deliver a talk before the A. M. P. A. tomorrow.

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UNO
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TO LET
Office Space & Desk Room
WILL TAKE RELIABLE PARTY GOOD ACCOMMODATIONS DESK ROOM, VAULT, REWINDING ROOM, TELEPHONE
TELEPHONE BRYANT 5210
729 7th Ave., City

Pathé News
See All Knows All
No. 60
U. S. WORLD FLIERS IN FRANCE—American flying visitors land at Le Bourget Flying Field near Paris, having covered a distance of 17,500 miles.
THE OLYMPIC GAMES—Finland wins the Marathon. The U. S. wins the Pole Vault.
Other news as usual.
today

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To get the real thrill in your fire scenes use the hand coloring by
Brock.
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"MELLOWING MONEY"
A five part serial in Everybody's Magazine GREAT part for young male star. Everything to make a first class picture.
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Fully equipped including laboratory and restaurant. Two stages.
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COMING SOON
PRODUCERS DISTRIBUTING CORPORATION
HUNT STROMBERG & CHARLES R. ROGERS presents
Priscilla Dean in "The Siren of Seville"
Story by H. H. VAN LOAN—Directed by JEROME STORM

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Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

July 24th 1934.

D W GRIFFITH
HOTEL BRISTOL BERLIN GERMANY

YOU AND I KNOW PUBLICITY STATEMENT WAS NOT INTENDED AS CONTRACT ALTHOUGH ARTISTS CONTEND OTHERWISE STOP I MAINTAIN IT IS NOT HOWEVER LEGALITY CAN BE DETERMINED AFTER DELIVERY OF MANUSCRIPT PRODUCTION WE MUST NOT ROCK BOAT AT THIS TIME BECAUSE ALL PAYMENTS FROM UNITED WOULD CEASE IF THEY BELIEVED US RIGHT SUCH BELIEF AT THIS TIME WOULD BE FATAL FINAL RESULT ALONE WILL ANSWER QUESTION OF STUBBORNITY

BANZHAF

charge Banzhaf 130 West 42nd Street

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

THE FILM DAILY

The BRADSTREET of FILMDOM

The RECOGNIZED AUTHORITY

Vol. XXIX No. 49 Thursday, July 24, 1924 Price 5 Cents

B. & K. In Detroit?

Reported Powerful Chicago Exhibitor Unit Will Invade Kunsky's Territory

Considerable interest was evinced yesterday in the report from the Middle West that Balaban and Katz, the powerful Chicago theater organization would build a large house in Detroit.

In distributing circles, the report was held especially interesting in view of the fact that John H. Kunsky at present holds both the First National and Paramount franchises for his Capitol, Adams and Madison theaters while Balaban and Katz are the First National franchise holders in Chicago and many Illinois towns.

At press time, replies to telegraphic requests for statements had not been received. E. A. Eschmann and H. O. Schwalbe were reported gone for the day at First National. If the report is true, it will be the first time that B. & K. have gone out of the Chicago territory to build, although they are tied in with Mid-West Theaters, Inc. in a number of Illinois towns.

Loew Acquiring the Freeman

The Loew circuit will take over the Freeman theater, Southern Blvd. and Freeman St. from Joe Weinstock, as soon as Marcus Loew returns from Europe. The house shows pictures and seats 1 800.

Returns Aug. 12

Marcus Loew is expected to sail from Europe on the Leviathan, leaving the other side Aug. 5. The boat is due here about the 12th.

"U" Acquires Bridgeport House

(Special to THE FILM DAILY)

Bridgeport, Conn.—Universal has acquired the Dawe theater. The house will reopen Aug. 15, following alterations.

War On Sexy Books

Coast Organization Will Seek Co-Operation of Non-Members to Check Practice

(Special to THE FILM DAILY)

Los Angeles—Producers who are not members of the Association of M. P. Producers—the Coast ally of the Hays organization—will be asked to co-operate in the campaign to keep books and plays of questionable nature out of production.

An interesting angle deals with properties that may be purchased for

(Continued on Page 2)

Two Tax Bills In Ga.

Both Would Effect Admissions Up to 50 Cents, Re-Enacting Old Federal Levy

(Special to THE FILM DAILY)

Atlanta—Two new admission tax bills have been presented to the General Assembly, now in session. Either measure, if passed, would put the same burden back on theater owners and, eventually, the public that they bore before relief was given from the Federal tax.

One bill is sponsored by the State Medical Society, and was introduced in the House by Representative Meek, of Coffee County, and Representative Greer, of Macon County. This would place a ten per cent tax on admissions up to and including 50 cents. Provision is made in the measure for monthly returns to the state revenue department, the money accruing from the tax to go to the Board of Health.

The other bill was introduced by Representative Holden, of Clark, a clause of which proposes a re-enact-

(Continued on Page 4)

Favorite Celebrating

(Special to THE FILM DAILY)

Detroit—Favorite Film Exchange is celebrating its fourth anniversary.

Edward Grossman Here

Edward Grossman, Epic Film Attractions Chicago, is at the Astor for a few days.

Tec-Art Leases Studio

Takes Over Tilford Plant on 44th Street—Now has Two Downtown Plants

Tec-Art Studios, Inc., have taken over the Tilford Studio, at 344 West 44th Street, under a long term lease

A number of important renovations are being made on the stage, which is said to be the largest in downtown New York.

The 44th Street studio will be known as the Tec-Art Studio and future work will be divided between this plant and the 48th Street studio It is understood that among the several companies that will use Tec-Art service will be Howard Estabrook, W. Christy Cabanne and S. E. V. Taylor. Tec-Art is headed by Alfred T. Mannon, Albert Dagostino, Charles Ohman and William Heine.

"Big 4" Discuss Disposition of 20% Interest Held By Griffith

Conference Called in the Fairbanks' Suite At The Ritz Late Yesterday—D. W.'s Defection The Main Topic—Some Talk Of A New Star

The status of D. W. Griffith with United Artists is understood to have been the chief topic of discussion at a United Artists meeting, held late yesterday in Douglas Fairbanks' apartment at the Ritz. Present were Fairbanks, Mary Pickford, Hiram Abrams, Dennis F. O.Brien, A. H. T. Banzhaf and Nathan Burkan.

Before the conference began, it was stated that a number of matters were to be discussed relative to future plans for United Artists. Although the Griffith matter came in for no special mention, it is understood that it formed one of the important pieces of business at the meeting.

It is further understood that the question of the disposition of Griffith's twenty per cent interest in the corporation came up. The ownership of the company is divided evenly among Fairbanks, Miss Pickford, Chaplin, Griffith and Abrams. Many of Griffith's pictures are still active. Bookings on "America," designed for general fall release, are reported to be heavy and the producer has still to deliver "The Dawn," which he is now making in Europe.

Each of the five bears his portion of the expense attendant upon the operation of the distributing machine and just what will become of the Griffith share remains to be seen. In the event that no restraint is placed on Griffith so far as the execution of his Paramount contract is concerned, the problem then arises of who shall take over the Griffith end of United Artists committments. It is not believed that the Griffith situation will ever reach the courts.

There was some talk yesterday that a new star is about to join United Artists and that a move will be launched to secure more product for the organization. "America" goes out in the fall; "The Thief of Bagdad" and "Dorothy Vernon of Haddon Hall" will be placed in general distribution then. Chaplin will have his gold rush picture ready toward the end of the year. There will also be "The Dawn" from Griffith and at least one feature from Jack Pickford.

Chaplin To Stay

Scouts Talk of United Artists-Famous Players Merger—His Statement

(Special to THE FILM DAILY)

Los Angeles—Charlie Chaplin issued the following statement yesterday to the West Coast correspondent of THE FILM DAILY:

"I want to absolutely deny that there has been preliminary talk of any affiliation on my part with Famous Players as I fully intend continuing in United Artists with Mary and Doug."

Chaplin also stated that Griffith has a new contract with United Artists which is expected to be fulfilled.

The statement followed a request for comment on the dispatch telegraphed to all of the Hearts newspapers by Universal Service earlier in the week.

Won't Do "Peter Pan"

Mary Pickford Denies Report—Says Griffith Will Supervise Her Pictures

The Herald-Tribune yesterday published an interview with Douglas Fairbanks and Mary Pickford in which the latter was quoted as follows:

"I expect to make two or possibly three pictures a year, and Mr. Griffith will have charge of them. Paramount wanted me to play 'Peter Pan,' but I couldn't do that and be fair to my as-

(Continued on Page 4)

Universal Leases the Lyric

Universal has leased the Lyric theater and on Aug. 4 will place "Love and Glory" in the house for a run.

FILM FAVORITES MAY APPEAR IN A LEGAL DRAMA

Mary Pickford, Doug, Chaplin and Griffith Already Cast for Parts.

IT'S ALL ABOUT A CONTRACT

Noted Director Is Said to Have Deserted United Artists for Famous Players.

The film world, the scene of many battles, legal and otherwise, is on the eve of still another one. In the coming legal fray the interests of four important personages, all beloved by the cinema public, are involved. And in motion picture circles it is felt that the fight will be intensely bitter.

The names of the four who will probably go to court are Mary Pickford, her well-known husband, Douglas Fairbanks; Charles Chaplin and D. W. Griffith, the director. Mixed in the fray, likewise, will be Hiram Abrams, president of the United Artists Corporation, the distributing concern, whose membership comprises the foregoing five names.

The fight will center over the head of Mr. Griffith. And as usual it is concerned with a contract. Mr. Griffith the other day signed a contract with Famous Players, and United Artists, it is confidently believed, will not let him go, claiming that his contract with them has not run its course.

For many months, motion picture circles have heard wild rumors to the effect that United Artists would disband. This is the concern that was organized in 1918, and which the motion picture world regards as having made the so called $1,000,000 photoplay possible. It was the first concern to sell pictures to exhibitors individually rather than in numbers., and is looked upon as having revolutionized the industry in certain respects.

Nature of Contract.

The original contract of the concern, it is said, called for the making of eight pictures by each of the four, Griffith, Miss Pickford, Chaplin and Fairbanks. Griffith, it is said, is now working on his eighth, Fairbanks has made his eight, Miss Pickford has made hers, and Charles Spencer Chaplin is said to have only gone to the trouble of making one —"A Woman of Paris," in which he didn't take the trouble to appear.

To spike harmful rumors, the members of United Artists got together in April of this year, and issued a statement, stating that all was harmony in the organization. Among the statement said that not only was there harmony within the organization, but that there was so much of it that the members would continue to work together for three more years, and put out eight new pictures apiece. Or in the words of the statement:

"The annual meeting of the stockholders and owners of the United Artists Corporation was held at the offices of the United Artists Corporation, 729 Seventh avenue, New York city, on Friday, March 14, 1924, at which was present Mary Pickford, Charles Chaplin, Douglas Fairbanks and D. W. Griffith, the owners and their representatives, and it was unanimously decided to not only carry out their existing contract but to renew and extend their contracts for a period of three years—except Charles Spencer Chaplin, who has their pictures will be delivered to the corporation."

Hence the Surprise.

Consequently the film world received somewhat of a jolt the other day when the Famous Players Corporation issued a statement saying that Griffith had signed up with them, and would begin work as soon as he completes the photoplay on which he is working in Europe. It received another jolt when Douglas Fairbanks, arriving on the Leviathan the day before yesterday, said, when informed of Mr. Griffith's recent connection with Famous Players:

"He may think that is so, but it isn't. He has a three year contract with us and that's that." Mr. Fairbanks hasn't amplified his statement since his arrival, and at the Ritz, where he is stopping, he declined to see reporters. The statement, however, is assumed in the film world to mean that if Mr. Griffith goes to Famous Players there will be a legal battle between himself and the other members of United Artists.

Dennis F. O'Brien, attorney for Hiram K. Abrams, the president of United Artists, commented on the situation as follows:

"It is not yet time to say anything concerning Mr. Griffith's contract with Famous Players. He is still making pictures for us. When he leaves us, I assume we will enforce our rights."

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July 24th 1924.

Mr. A.F.Galloway,
c/o Central Union Trust Co.,
60 Broadway,
New York City.

Dear Mr. Galloway:

I am enclosing herewith for your information copy of press notice handed out on March 28th last, copy of my letter to Mr. Ludvig and also copy of my letter to Mr. Abrams under date of July 18th 1924 relative thereto.

Very truly yours,

GDM

Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES OF
LOYD WRIGHT
626 626 SIX SUMMER BUILDING
LOS ANGELES CAL.

July 24th, 1934.

D. W. Griffith, Inc.,
Longacre Building,
New York, N. Y.

Attention Mr. Banshaf:

Dear Mr. Banshaf:-

Mr. Kane has just left this morning, and has turned over to me his files and data, showing the complete history of the B. & H. Circuit, Inc., controversy.

The B. & H. Circuit opens up tonight with a new Universal picture called "Butterfly." The Universal, apparently because this is the "World's Premiere", is putting on quite a campaign of advertising. I understand they have lowered prices and perhaps they will have a few weeks of good business.

A creditors' committee has been formed to take hold of the thing to pay off little creditors, and then endeavor to nurse it along until sufficient funds have come in to pay off the principal debt. The creditors' committee however, has not seen fit to call upon me yet, and I therefore have made a written demand upon the B. & H. Circuit, Inc., for immediate payment of the balance of our guarantee, amounting to some fifty two thousand dollars.

Unless something develops, my idea of properly handling the situation is to wait until this picture is nicely on its way, and then bring suit, or in some other manner force their hand. It may be that the creditors will work out some plausible scheme whereby we could afford to wait a few months and get more money before bringing a stockholders' liability suit. However, I have served the necessary notices to bring about either a flat refusal to recognize our claim, or an admission of it.

I have not written you sooner, because Kane was wiring and keeping you fully advised. He was very efficient, though I did have some difficulty in keeping him down to earth.

Like a great many people who cannot understand the legal situation, he was very aggressive and sometimes quite impatient that I did not immediately commence suit. While we could have sued on stockholders' liability at any stage of the proceeding, and could have attached, yet I feel that the way in which the matter has been handled is better for our interests than had we done so.

Trusting this is satisfactory, and with kindest personal regards, I am,

Very truly yours,

Loyd Wright

LW/AG

124

July 24th 1924.

Mr. Joseph Frank,
27 William Street,
New York City.

Dear Mr. Frank:

I enclose herewith copy of an option covering the Griffith Studio property, which contains description of the 30 acre piece. This particular piece the Larchmont Yacht Club have under consideration for golf purposes and if they take it they will probably pay cash for the same.

Very truly yours,

GDM

Enc.

971

July 24th 1916.

Mr. R.C.Muhlemann,
60 Broadway,
New York City.

Dear Mr. Muhlemann:

I enclose herewith assignment of the photoplays "MOTHER BLOSSOMS" and "LOVE FLOWER" to the Central Union Trust Company of New York duly executed by Mr. Gray.

Very truly yours,

CDM

Enc.

129

G. Schirmer (Inc.)
Music Publishers New York
Cable Address: Schirmer New York
Telephone: Murray Hill 8100
3 East 43rd Street

July 25, 1924.

D. W. Griffith Incorporated,
Orienta Point,
Mamaroneck, N.Y.

Attention: Mr. Albert H. T. Banshaf.

Gentlemen:

We have your communication of July 18th and this letter will be your permission to use the copyrighted musical composition entitled "Storm Music" by Saving, in the printed orchestral arrangement which you are preparing for your photoplay "America", and it is understood that you will not print less nor more than one-hundred and fifty sets, for which you will pay us the sum of seventy-five dollars ($75.).

It is understood further that when the motion picture "America" for which this particular score is printed, shall be abandoned, all scores used in connection therewith shall be destroyed under our supervision and that no such score shall be used in any event in connection with the exhibition of any other picture than that for which it was produced; this applying only to that portion of the score which is the copyrighted material of G. Schirmer, Inc.

It is also understood that you, in the score, will print the copyright notice and the name of the publisher.

If this meets with your approval, will you kindly acknowledge the duplicate of this letter, returning same to us for our files accompanied with your check in amount as stated above.

Yours most respectfully,

G. SCHIRMER, (Inc.)

M E Tompkins

Secretary.

MET:EE

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 25, 1924

Mr. Albert H. T. Banshaf,
130 West 42nd St., N. Y. C.

Dear Mr. Banshaf:-

Enclosed please find copy of letter which we have mailed to Mr. Ludvigh today, under the advice of our counsel.

Yours very truly,
UNITED ARTISTS CORPORATION

Hiram Abrams

By - PRESIDENT

United Artists Corporation
729 Seventh Avenue
New York

OFFICE OF THE PRESIDENT

July 25, 1924.

Alex John Ludvigh, Esq.,
General Counsel,
Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:-

I have delayed answering your letter dated July 18th, 1924, because I am expecting to receive an answer to my communication addressed to Mr. Zukor, as President of the Famous Players-Lasky Corporation, who you state was taking a fortnight's vacation on his farm, and for that reason you enclosed to me in answer to my letter to Mr. Zukor a copy of a letter sent you by Mr. Albert Banzhaf, attorney for Mr. D. W. Griffith.

Since the receipt of your letter I have had a meeting with Mr. Fairbanks, Miss Pickford, a representative of Mr. Chaplin, and with practically every person who was present at the annual meeting of the stockholders and owners of the United Artists Corporation, and they state with unanimity that the memorandum signed, executed and delivered by Mary Pickford, Douglas Fairbanks, D. W. Griffith, Charles Chaplin and the United Artists Corporation, by Hiram Abrams, President, as of March 28th, 1924, was intended for all the purposes set forth in the memorandum and not merely for publicity purposes, as stated in the copy of the letter which you enclose.

It is the sense and purpose of all persons concerned to

United Artists Corporation
229 Seventh Avenue
New York
Office of the President

enforce the provisions of the contracts renewed and extended by the memorandum above referred to for the period of three years.

We have reliable information that your company had ample notice of this memorandum, a photostatic copy of which was published in all of the trades' papers. We shall expect you to respect the contractual relations existing between Mr. D. W. Griffith, United Artists Corporation and Mary Pickford, Charles Chaplin and Douglas Fairbanks.

Very truly yours,

97.1

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. BOLTE C. LLOYDE
J. V. W. WALKER H. D. BARNES
J. V. W. THAYER E. E. WHITE
F. J. FULLER S. A. MUNSON
GUSTAV WHITTLESEY
M. FARNHAM, VICE PRESIDENT & SECY.
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY

NEW YORK

July 25, 1924.

Mr. D. W. Griffith,
c/o Mr. A.E.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Sir:

Please take notice that in accordance with the terms of paragraph Nineteenth of the agreement between you, D.W. Griffith, Inc. and this company, dated October 22, 1923, you are required to forthwith assign and deliver to this company under the terms of said agreement, all the certificates or shares of stock of United Artists Corporation, owned or controlled by you, together with proper assignments thereof.

Very truly yours,

C. R. Bessier

Vice-President.

Telephone Murray Hill 7818-7-8

Cable Address GASREID, New York

117

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

July 27, 1934

Mr. G. H. Conway,
c/o F. W. Griffith, Inc.,
303 Longacre Building,
New York City.

Dear Sir:

~~Our Accident to Fanny Travers.~~

We are in receipt of your letter of the 23rd enclosing letter from Mr. Denshef and copy of letter from United Artists Corporation in connection with above accident. This matter is in the hands of the Insurance Company for their attention.

Yours very truly,

GASCOIGNE, REID AND COMPANY, INC.
By C. J. Reid, Jr.
Vice-President

CJR/AL

THE ALLIED ARTISTS CORPORATION LTD.

BALANCE SHEET AT JULY 25th.1924

ASSETS:

Cash	£5760.17. 3.
Advances & Deposits	881.15. 0.
Accessories (Stock)	4918.14. 6.
Accounts Receivable	33152.14. 3.
Furniture & Fixtures	1530.19. 1.
	£42643. 0. 0.

LIABILITIES:

Accounts Payable		£22918. 8. 3.
United Artists Corp:		
Purchases Account $ 1138.44	£259.18. 5.	
Commission do:	2556. 8. 6.	£2816. 6.11.
Suspense account		100. 0. 0.
Reserve for bad & doubtful debts		500. 0. 0.
Unpaid Dividend account		7500. 0. 0.
Capital		7500. 0. 0.
Surplus on Played & Earned basis		1308. 4.10.
		£42643. 0. 0.

INCOME STATEMENT

Total contracts Played & Earned(100%)		£55509. 9. 5.
Corporations share		£17335. 9. 8.
Less: 4% United Artists Corp:	£2220. 7. 5.	
1% Mr. Hiram Abrams....	555. 1.10.	2775. 9. 3.
		£14560. 0. 5.
Other Income:-		
Sale of Accessories	£1434. 3. 2.	
Interest & Discount	180. 4. 2.	1614. 7. 4.
Gross Income.....		£16174. 7. 9.
Less: Corporations share of Censoring,Prints,Duty,etc.		677.18.10.
Remainder.....		£15496. 8.11.
Less: Operating Expenses	£13402. 7. 5.	
Bad debts account	25.15. 7.	13428. 3. 0.
		£ 2068. 5.11.
Deficit at beginning of Fiscal Year		£ 760. 1. 1.
Surplus at 25th. July.1924.....		2068. 5.11.

THE ALLIED ARTISTS CORPORATION LTD.

SCHEDULE OF ACCOUNTS RECEIVABLE

Customers balances for hire and accessories	£ 31104.19. 2.
Musketeers Booklet account	74.16. 3.
United Artists - Paris	151. 0. 6.
Branch Offices - Petty Cash	260. 0. 0.
D.W.Griffith Incorporated	239. 0. 6.
Associated Authors Inc.	842.16.10.
Mary Pickford	334.10. 5.
Douglas Fairbanks	32.13. 4.
Miscellaneous	82.18. 3.
	£ 33122.15. 3.
"Thief of Bagdad" Booklet account	1. 0.
	£ 33122.14. 3.

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ACCOUNTS PAYABLE

Trade Creditors		£ 3732.12. 3.
Commissioners of Inland Revenue (Income Tax).....		1252. 2. 6.
Producers Accounts:-		
Mary Pickford	£2422.19. 1.	
Charles Chaplin	1334. 6. 7.	
Douglas Fairbanks	8485.18. 5.	
D.W.Griffith Inc:	434. 7. 6.	
Distinctive Prod:	459.12.11.	
Bennett Pic.Corp:	259.10. 7.	
Mack Sennett Com:	738.14. 2.	
Nazimova Prodtns:	644.10. 2.	
Charles Ray Prod:	995.18. 2.	
Lottie Pickford	195. 6.10.	
X.L. Productions:	235. 4. 7.	
Max Linders Prod:	279. 2. 5.	
The Pickford Com:	564.19. 5.	
Associated Authors	883. 2. 8.	
		17933.13. 6.
		£ 22918. 8. 3.

THE ALLIED ARTISTS CORPORATION LTD.

SCHEDULE OF SURPLUS ACCOUNT

JULY 25th. 1924.

Bournemouth - "Thief of Bagdad"	£100. 0. 0.

THE ALLIED AUTHORS CORPORATION LIMITED.

SCHEDULE OF ADVANCES AND DEPOSITS

Balance from 27th.June.1924.	£281.15. 0.

THE ALLIED ARTISTS CORPORATION LIMITED.

HOME OFFICE OPERATING EXPENSE AT JULY 25th.1924.

Classification	This month	Four months this year..
1. Salaries	£584.15.10.	£2461.12. 1.
2. Rent & House Service	50.12.10.	229. 0. 1.
3. Travelling	84. 1.11.	474. 0. 5.
4. Stationery	2. 6. 6.	28. 3. 1.
5. Postage	22.12. 5.	99. 2. 5.
6. Telephone & Telegraph	35. 3. 8.	120.19. 2.
7. Freight & Carriage	54.19. 2.	313. 8. 7.
8. Advertising	77. 6. 3.	288.13. 9.
9. Legal Expenses	14. 0.	123.11. 2.
10. Insurance	24. 4. 0.	28. 6. 0.
11. Miscellaneous	75. 6. 4.	256.15. 5.
	£ 1012. 2.11.	4423.12. 2.

THE ALLIED AUTOCAR CORPORATION LIMITED.

BRANCH OFFICE OPERATING EXPENSE AT JUNE 30th, 1924.

Branch	Salaries	Rent & House Service	Travelling	Stationery Printing	Telephone Telegraph	Postage	Freight Carriage	Miscell -aneous	Total	Total 4 months this year	Sales this month	Sales 4 months this year	Operating %
BIRMINGHAM	102.17. 8	1.11. 1	36.10. 1	1. 0.10	40. 8. 3	2. 6. 0	9.10. 1	3. 3. 0	197. 7. 0	695. 3. 9	635. 0. 0	4947. 9. 4	14.04
CARDIFF	102. 0. 0	12. 0. 0	40.19. 7	1. 0.10	21.17. 8	3. 9. 3	3. 8. 2	14. 8. 7	199. 4. 1	818. 3. 0	784. 3. 4	4097.13. 5	19.96
GLASGOW	156. 0. 4	-. -. -	35.13. 2	1. 0.10	3. 1. 6	4. 0. 7	28. 0. 3	2. 0. 7	229.17. 3	1077.13. 0	848.13. 5	5291.15. 4	20.35
LEEDS	114. 0. 8	5. 3. 5	35. 0. 8	1.0.10	2. 9. 5	2.10. 0	12.17. 2	4.15. 8	177.17.10	890. 0. 1	514.10. 0	4901. 0. 0	18.15
LIVERPOOL	116. 0. 8	62.10. 0	14. 2. 1	1. 0.10	21. 6.11	3.16.10	9.13.11	1.10. 4	230. 1. 7	769. 4. 4	994. 0. 0	3457.13. 8	22.24
MANCHESTER	102.17. 8	22.10. 0	20. 9. 2	1. 9. 2	24. 3. 2	7.16. 9	18.18.10	23.10. 2	221.14.11	832.17.11	1046. 0. 0	5207.17. 5	15.97
NEWCASTLE	84. 2. 6	3.15. 9	17. 9. 2	1.10.10	1.14.10	2.19. 7	20. 7.10	1.13. 8	133.14. 2	639. 4. 0	787.10. 0	2824. 0. 0	22.62
LONDON	469. 2. 6	50. 0. 0	89.17.11	1. 0.10	8.17. 2	7.10.10	-. -. -	-. -. -	626. 9. 3	2680. 3.11	5978.15. 1	13701.18. 2	19.56
IRELAND	85. 0. 4	28. 0. 0	22. 9. 7	1. 7. 1	5.14. 7	2.14. 1	23.10. 6	12.13. 6	181. 9. 8	576. 5. 3	412. 0. 0	1893. 8. 9	30.42
£	1332. 2. 4	185.10.3	312.11.5	10.12. 1	129.13. 6	37. 3.11	126. 6. 9	63.15. 6	2197.15. 9	8978.15. 3	12000.0. 0	46322.16. 1	

Percentage of Expense to sales for month 18.3

do do do four months 19.38

THE ALLIED ARTISTS CORPORATION LIMITED.

INCOME STATEMENT — JULY 24th, 1934.

PICTURE	SALES: THIS MONTH	SALES: FOUR MONTHS THIS YEAR	SALES: TO DATE	PLAYED AND EARNED: THIS MONTH	PLAYED AND EARNED: FOUR MONTHS THIS YEAR	PLAYED AND EARNED: TO DATE	CORPORATIONS SHARE OF PLAYED & EARNED THIS YEAR	UNPLAYED CONTRACTS AT DATE
POLLYANNA	4. 0. 0.	45. 0. 0.	27087.16. 8.	35. 5. 6.	139.15. 6.	37009. 5. 5.	38.18. 8.	88.14. 6.
SUDS	-. -. -.	7.10. 0.	24538.17. 9.	8. 0. 0.	50.10. 0.	24386.17. 9.	15. 3. 0.	152. 0. 0.
BACK DOOR	32. 0. 0.	87.10. 0.	22119.14.10.	48. 0. 0.	178. 0. 0.	21859. 4.10.	53. 8. 0.	260.10. 0.
LOVELIGHT	28. 0. 0.	103. 0. 0.	19536.18. 5.	9.10. 0.	326.10. 0.	19171.18. 5.	97.19. 0.	365. 0. 0.
FAUNTLEROY	34.10. 0.	211. 0. 0.	32992. 6. 7.	55. 0. 0.	352. 0. 0.	32398. 6. 2.	105.12. 0.	593.18. 4.
TESS	155.0. 0.	553. 0. 0.	26768.14. 6.	136. 0. 0.	1649. 0. 0.	25343.17.10.	494.14. 0.	1421.16. 8.
ROSITA	765. 1. 6.	7147. 4. 9.	25541. 4. 9.	606. 1. 6.	6916. 4. 9.	12330. 4. 9.	2074.17. 3.	13211. 0. 0.
HADDON HALL	6305. 0. 0.	6305. 0. 0.	6305. 0. 0.	-. -. -.	-. -. -.	-. -. -.	-. -. -.	6305. 0. 0.
PARIS	986.10. 0.	10029.17. 5.	30342. 7. 5.	952.10. 0.	12543. 7. 5.	14218. 7. 5.	3763. 0. 2.	16024. 0. 0.
ZORRO	26. 0. 0.	165.10. 0.	31301.15. 0.	80. 0. 0.	309.10. 0.	30920.18. 9.	92.17. 0.	380.16. 3.
CLOUDS	16.10. 0.	50.10. 0.	19751.14. 2.	34.10. 0.	238. 0. 0.	19505.17. 6.	71. 8. 0.	245.16. 8.
THE NUT	33.10. 0.	106. 0. 0.	17827. 7. 4.	149.10. 0.	484.10. 0.	17368.17. 4.	145. 7. 0.	458.10. 0.
MUSKETEERS	58. 0. 0.	291.10. 0.	34841. 8. 5.	73.10. 0.	557.10. 0.	34113. 3. 5.	167. 5. 0.	728. 5. 0.
BLOOD	46. 0. 0.	192. 0. 0.	15565.15. 2.	57.14. 6.	960.11. 2.	14704. 6. 4.	288. 3. 4.	861. 8.10.
MOLLYCODDLE	26. 0. 0.	105.10. 0.	19677. 7. 9.	32. 0. 0.	282. 0. 0.	19260. 7. 9.	84.12. 0.	417. 0. 0.
ROBIN HOOD	401. 0. 4.	4527.10. 2.	82461.18. 0.	851. 0. 4.	9245. 0. 2.	75851.18. 0.	2773.10. 1.	6610. 0. 0.
BAGDAD	850. 0. 0.	850. 0. 0.	850. 0. 0.	-. -. -.	-. -. -.	-. -. -.	-. -. -.	850. 0. 0.
STREET	8. 0. 0.	35.10. 0.	14439.16. 0.	25.10. 0.	79.10. 0.	14279. 6. 0.	23.17. 0.	160.10. 0.
EAST	565. 0. 0.	3352. 3. 9.	153154.14. 7.	480. 0. 0.	4745.10. 5.	148572. 0. 7.	1423.13. 2.	4582.14. 0.
NIGHT	101.10. 0.	1022. 0. 0.	33904. 4. 9.	220.10. 0.	2120. 0. 0.	31540. 1. 6.	636. 0. 0.	2364. 3. 3.
DISRAELI	-. -. -.	10. 0. 0.	11105. 3.10.	-. -. -.	40.10. 0.	11029.13.10.	12. 3. 0.	75.10. 0.
PASSION	39.10. 0.	293. 0. 0.	5032. 0. 0.	52.10. 0.	403. 0. 0.	4424.15. 0.	120.18. 0.	607. 5. 0.
VOICE	62. 0. 0.	296.10. 0.	2958. 5. 0.	54. 0. 0.	556.10. 0	2446. 5. 0.	166.19. 0.	512. 0. 0.
TRAIL	9. 0. 0.	74. 0. 0.	12762. 1. 9.	26.15. 0.	158. 5. 0.	12460. 1. 9.	47. 9. 6.	302. 0. 0.
LADY	70.10. 0.	258. 0. 0.	5301. 5. 0.	93. 0. 0.	640. 0. 0.	4924.11. 8.	192. 0. 0.	376.13. 4.
FARM	27. 0. 0.	66. 0. 0.	6453.16. 9.	19. 0. 0.	164.10. 0.	6199. 9. 3.	49. 7. 0.	254. 7. 6.
MOLLY/O	17. 0. 0.	70.10. 0.	5296. 0. 0.	21. 0. 0.	237. 0. 0.	5050. 3. 4.	71. 2. 0.	245.16. 8.
IDOL	73.10. 0.	415. 0. 0.	1968. 2. 6.	141.15. 0.	747.15. 0.	1236. 7. 6.	224. 6. 6.	731.15. 0.
CROSS ROADS	110. 0. 0.	464.10. 0.	2071.10. 0.	139. 0. 0.	658.10. 0.	1273. 2. 6.	197.11. 0.	798. 7. 6.
ARABY	65. 0. 0.	369. 0. 0.	2952.17. 6.	76.10. 0.	613.13. 4.	2291. 0.10.	245. 9. 4.	661.16. 8.
SUZANNA	71. 0. 0.	333.10. 0.	1985. 0. 0.	130. 0. 0.	516.10. 0.	1368.12. 6.	206.12. 0.	616. 7. 6.
HOUSE	13. 0. 0.	33.10. 0	6759.10. 0.	3. 0. 0.	222.10. 0.	6392. 0. 0.	66.15. 0.	367.10. 0.
SALOME	7. 0. 0.	73. 0. 0.	8886. 7. 0.	30.15. 0.	84.18. 4.	7945. 0. 4.	33.19. 4.	941. 6. 8.
WOMAN	50. 0. 0.	305.10. 0.	4418.10. 0.	69.10. 0.	712. 6. 8.	3887. 9. 2.	284.18. 8.	531. 0.10.
TAILOR MAN	46. 0. 0.	202. 0. 0.	3492.10. 0.	31.10. 0.	372.10. 0.	3003.12. 6.	111.15. 0.	488.17. 6.
GIRL	39. 0. 0.	227.10. 0.	5734.10. 0.	125. 5. 0.	1364. 5. 0.	4621.15. 0.	409. 5. 6.	1112.15. 0.
THERE'S	24.10. 0.	203.10. 0.	4353.12. 2.	57. 0. 0.	573.10. 0.	4062. 4. 8.	229. 8. 0.	291.17. 6.
FINISH	95. 0. 0.	531.10. 0.	8838.10. 0.	149.10. 0.	1047.16. 8.	7667.16. 8.	314. 7. 0.	870.13. 4.
BILLY	221.10. 0.	2124.10. 0.	2756. 0. 0.	537.10. 0.	902.10. 0.	902.10. 0.	270.15. 0.	1853.10. 0.
PAY	20. 0. 0.	84.10. 0.	2739. 0. 0.	34. 0. 0.	242.10. 0.	2420. 2. 6.	971 0. 0.	318.17. 6.
RICHARD	139. 0. 0.	1236. 0. 0.	8419.10. 0.	350. 0. 0.	2856. 0. 0.	5463.10. 0.	1142. 8. 0.	2956. 0. 0.
LIES	268.10. 0.	2211.10. 0.	2916.10. 0.	724. 0. 0.	893. 0. 0.	893. 0. 0.	357. 4. 0.	2023.10. 0.
WOMEN	141. 0. 0.	1272.10. 0.	1795. 0. 0.	199. 0. 0.	334. 0. 0.	334. 0. 0.	133.12. 0.	1461. 0. 0.
£	12000.11.10.	£ 46522.16. 1.	£ 767711.10. 7.	£ 6913. 1.10.	£ 55609. 9. 5.	£ 693231.19. 7.	£17335. 9. 8.	£ 74479.11. 0.

H.O.OPERATING	£ 1012. 2.11.	£4423.12. 2.	£1012. 2.11.	£4423.12. 2.
BRANCH DO:	2197.15. 9.	8978.15. 3.	2197.15. 9.	8978.15. 3.
TOTAL DO:	3209.18. 8.	13402. 7. 5.	3209.18. 8.	13402. 7. 5.
% OF OPERATING	26.74	28.93	46.41	24.14

BALANCE SHEET AND INCOME STATEMENT

BALANCE SHEET

AS OF JULY 26TH, 1924.

Assets:

Cash		£1541.	1.	10
Advances and Deposits as per Schedule A.		152.	10.	0
Accessories		6532.	17.	7
Accounts Receivable as per Schedule B.		4057.	4.	3
Furniture and Fittings		1614.	3.	5
Prepaid Expenses as per Schedule C.		96.	3.	8
Mr. Hiram Abrams (Commission Account)		301.	15.	10
Deficit on Played and Earned Basis		5664.	3.	6
		20459.	10.	6

Liabilities:

Amounts Payable as per Schedule D.		631.	10.	11
United Artists Corporation (Advance Accounts)	£31733.15	7604.	6.	8
United Artists Corporation (Commission Account)		6654.	8.	3
The Page Co.		F.	C.	4
Amounts Owing to Producers as per Schedule E.		5377.	18.	7
		20459.	10.	6

INCOME STATEMENT

	Beginning of Fiscal Year to Date (July 26th. 1924).		
Total Contracts Played and Earned (100 pct.)	46340.	15.	11
Corporations Share	16075.	1.	8
Less United Artists Corporation Commissions	2317.	0.	9
	13759.	0.	11
Less Corporation's Share of Duty, Censoring, prints etc.	512.	19.	2
	13246.	1.	9
Add Profit on Sales of Accessories	-	-	-
Net Income	13246.	1.	9
Less Operating Expenses	15001.	2.	8
Loss for Period	1755.	0.	11
Add. Deficit at December 29th. 1923	3909.	2.	7
Deficit on Played and Earned Basis at July 26th. 1924. --	£5664.	3.	6

SCHEDULE A.

ADVANCES AND DEPOSITS.

Freight Advance	£50.	0.	0
Petty Cash Advances	90.	0.	0
Postage Advance	5.	0.	0
Travelling Expense Advance	47.	10.	0
	£192.	10.	0

SCHEDULE B.

ACCOUNTS RECEIVABLE.

Amounts Receivable from Producers.

"The Three Musketeers"	£15. 4. 7	
"Clouds Roll By"	9. 2. 6	
"Pollyanna"	9.16. 9	
"The Fall of Babylon"	2.17. 3	
"Romance"	35. 0. 8	
"Disraeli"	11.10. 8	
"The Silent Voice"	5. 2. 0	
"The Iron Trail"	22. 7.10	
"Fair Lady"	21.18.10	
"A Tailor Made Man"	11. 7. 0	
"The Girl I Loved"	3.12. 5	
"Down on the Farm"	13. 5. 9	
"Suzanna"	15.12. 6	
"The Shriek of Araby"	1. 7. 2	
"A Woman's Woman"	12.17.11	
"Remembrance"	18. 2. 1	
"A Woman's Secret"	397. 6.10	
"No More Women"	49.19. 5	
"His Darker Self"	34.16. 5	
"Dorothy Vernon"	46.17.10	
"The Thief of Bagdad"	61. 6. 3	£799.17.10
Amounts receivable for Film Hire, Accessories, etc.	--	4057. 6.10
		£4857. 4. 8

SCHEDULE G.

PREPAID EXPENSES.

Unexpired Insurance	£65.11. 7
Proportion of cost of extra prints "Dorothy Vernon of Haddon Hall". Picture not yet released	£31.15. 1
	£96. 3. 8

SCHEDULE D.

ACCOUNTS PAYABLE.

Name	Account	Amount
Cleland's Bond	Storage	£6. 0. 0
Cyclostyle Co.	Stationery	6. 0. 0
Cullen, E. E.	Rent and House Service	3. 0
Evans, Jno. & Son.	Accessories and Stationery	55.10. 6
Everyones Ltd.	Advertising	41. 6. 4
Harris & Nagg	Accessories	5.11. 9
MacDougalls Ltd.	Stationery	3.15. 0
Pitty and Dollov	Rent and House Service	5. 0
Pacific Valid Bond	Telephone and Telegraph	16. 5. 0
Rowans Bond	Storage	6.10. 0
Rubbers Ltd.	Freight and Cartage	5. 9. 6
Stott & Underwood	Stationery	19.16. 6
Theatre Ltd.	Advertising	18. 5. 6
Vaughan, G. H.	Titles, Parts and Repairs	17. 4. 5

AMERICAN.

Miner Litho. Co.	Accessories	620. 5. 5
Goldwyn Distributing Corp.	Accessories	15. 9. 3
		£831.10.11

SCHEDULE B.

AMOUNTS OWING TO TRUSTEES.

"The Mark of Zorro"	£10. 2. 2
"The Hollycoddle"	6. 5. 8
"One of the Blood"	2. 6.11
"The Hut"	11.12.10
"Robin Hood"	324. 5. 2
"Thru the Back Door"	40. 9.10
"Little Lord Fountleroy"	20. 7. 4
"Love Light"	16.10. 9
"Suds"	52.19. 4
"Tess of the Storm Country"	64.11.11
"Rosita"	232.14.10
"Way Down East"	49. 9. 2
"Broken Blossoms"	18. 2. 5
"The Love Flower"	10. 6. 3
"Orphans of the Storm"	23. 4. 5
"Dream Street"	34.11. 7
"One Exciting Night"	45. 5. 0
"The White Rose"	298. 1. 3
"Judith of Bethulia"	10. 5.11
"The Mother and the Law"	3. 0. 6
"A Woman of Paris"	674. 7. 0
"The Ruling Passion"	2. 2. 0
"A Doll's House"	1.19. 1
"Salome"	6.12. 0
"The Three Must-GetTheres"	9. 6.11
"Garrison's Finish"	11.17. 6
"The Christian"	81.10. 5
"Sherlock Holmes"	42. 5. 1
"The Stranger's Banquet"	22.10. 3
"Gimme"	34.15. 9
"A Blind Bargain"	9. 7.11
"Broken Chains"	25. 6. 7
"The Sin Flood"	26. 6. 1
"Brothers under the Skin"	27. 6. 7
"Lost and Found"	72. 5. 3
"Souls for Sale"	13.14. 0
"Look Your Best"	8.13.11
"Backbone"	25. 6. 2
"The Ragged Edge"	31.17. 1
"Last Moment"	3.17. 7
"Vanity Fair"	56.11. 2
"The Love Piker"	1. 2. 9
"Paddy the Next Best Thing"	46.12. 6
"Richard the Lion-Hearted"	58.13. 7
"Loving Lies"	92.15.10
"The Hill Billy"	24.11.10
	£3377.12. 7

HOME OFFICE OPERATING EXPENSES

TO JULY 28TH, 1924.

Classification	This Month	7 Months this Year
1. Salaries	£301. 19. 0	£2300. 7. 8
2. Rent and House Service	50. 8. 5	279. 6. 3
3. Travelling	91. 19. 10	923. 7. 9
4. Stationery	46. 4. 11	157. 8. 10
5. Postage	26. 15. 1	157. 16. 9
6. Telephone and Telegraph	16. 18. 10	165. 2. 0
7. Advertising		
(a) Trade Papers	65. 0. 7	538. 16. 11
(b) General		54. 11. 2
8. Attorneys Fees	7. 7. 0	66. 2. 4
9. Insurance	10. 7. 5	73. 2. 10
10. Audit Fees	17. 10. 0	87. 10. 0
11. Exchange		
12. Film Repairs	9. 0	2. 18. 0
13. Storage	11. 10. 0	86. 10. 0
	£648. 6. 1	£5993. 0. 6

[illegible] SCHEME [illegible]

[illegible] JULY 26TH, 1924.

Exchange	Salaries	Rent and House Service	Travelling	Stationery and Printing	Telephone and Telegraph	Postage	Sundry.	Total this Month	Total 7 Months this Year	Sales this Month	Sales 7 Months this Year	Operating % this Yr
New South Wales	179. 5. 0	36. 0.10	20. 3.10	11. 9. 6	13. 2	20.13. 3	16. 0	269. 3. 9	2135. 2. 0	171 worth £1099. 4. 1	1386 worth £11638. 8.11	19%
New Zealand	133. 0. 0	32. 5. 6	46.17. 3	22.10. 9	2.16.11	8. 1. 3	19. 4. 9	286.16. 3	2087.13. 1	147 worth £1203. 7.11	1245 worth £13324.14.10	16%
Queensland	96.17. 0	19.13. 9	31. 2.10	2.12. 0	19.15. 9	3.10. 3	7. 0.10	182.12. 3	1471.17. 8	104 worth £749.13.10	1311 worth £7766.18. 1	18%
Victoria	197. 0. 0	39. 2. 5	55.17. 0	7.12. 3	21. 0.11	10.17. 6	14. 2. 8	345.12. 9	2669. 9. 7	138 worth £1339.18.10	1309 worth £12193. 0. 8	22%
West Australia	58. 0. 0	18. 5. 0	1.10. 6	2.11. 0	1. 9. 3	1.15. 0	2. 1. 7	85.12. 4	653.19.10	49 worth £326.19. 3	485 worth £3106.13. 3	21%
Totals	686. 2. 0	145. 7. 6	155.11. 5	46.15. 6	45.16. 0	46.19. 5	43. 5.10	1169.17. 8	9008. 2. 2	609 worth £4679. 3.11	6136 worth £48029.15. 9	19%

INCOME STATEMENT 26TH. JULY, 1924.

Pictures	Sales this Month	Sales 7 Months this year	Sales to date		Played and Earned This Month	Played and Earned This Year	Played and Earned To Date	Deers share of Profits and Earned This Year	Unplayed Portraits To Date
Kisses	5 worth £17. 5. 0	51 worth £129. 4. 3	617 worth £8232.11.10	plus 2 on %	26.15. 0	122.14. 5	4239. 8.10	22.18. 5	316. 5. 0
Musketeers	15 " 42. 6. 2	79 " 193. 2. 1	293 " 7133.15. 4	" 30 on %	64. 6. 2	264. 5. 7	6728. 5. 4	72. 2. 1	404.10. 0
Hollywoodite	0 " 1.10. 0	34 " 96. 1. 2	508 " 3972.10. 2	" 5 on %	3.10. 0	147.15. 0	3344.13. 4	44. 6. 6	230.16.10
Illusion	1 " 2. 0. 0	24 " 81. 4.10	415 " 3338. 2. 2	" 11 on %	2.15. 0	206. 8.10	2822. 2. 2	61.18. 8	440. 0. 0
Blood	3 " 14.11. 5	53 " 140. 2. 7	492 " 3594. 2. 2	" 12 on %	5. 6. 2	361.18. 1	3310. 7. 2	108.11. 5	283.15. 0
The Hut	2 " 2. 0. 0	15 " 138.14.10	450 " 3345. 8.11	" 11 on %	29. 2. 6	330. 7. 8	2276.17.11	22. 2. 4	268.11. 0
Human Hand	15 " 203. 6. 2	288 " 1326. 6. 3	657 " 16670.17. 2	" 40 on %	132.12. 2	1326.17. 8	10432.12. 1	1867. 1. 4	411. 2. 4
Hollywoman	3 " 4.15. 0	18 " 1. 2. 6	621 " 2879.16. 1	" 10 on %	11. 0. 0	63.11. 6	2642. 6. 1	12. 1. 2	234.10. 0
Back Door	5 " 15. 8. 0	47 " 217. 5. 3	614 " 6285.11.11	" 15 on %	23. 3. 0	234.12. 3	3234.16. 5	70. 8. 7	330.15. 6
Fountleroy	5 " 2. 6. 3	34 " 214.11. 2	341 " 7451.16. 1	" 63 on %	44.12. 3	274. 8. 8	7021.11. 1	82. 6. 7	360. 2. 0
Love Night	2 " 2.15. 0	39 " 174.15. 0	501 " 4131.18. 2	" 8 on %	10.10. 0	168. 0. 0	3786.10. 8	90. 8. 0	349. 7. 6
Nude	2 " 5.15. 4	59 " 287. 7. 2	488 " 4113.17. 8	" 15 on %	60. 2. 4	319.15. 3	3774.11. 8	135.18. 7	339. 6. 0
Rose	7 " 32.16. 1	179 " 1402.17. 2	628 " 12281.18. 3	" 41 on %	33. 1. 1	1381. 0. 2	11789.12. 3	474. 6. 0	492. 5.10
Health	66 " 1042.10.10	288 " 3736. 7.11	290 " 3732. 7.11	" 75 on %	1092.11. 1	3414.17. 6	3414.17. 6	108 4. 9. 3	2344.10. 3
Saint	2 " 8. 3. 6	43 " 262.12. 1	810 " 8148.10. 0	" 46 on %	7.12. 6	244.17. 1	21322.13. 0	73. 9. 1	133.15. 0
Blossoms	2 " 4.10.0	38 " 156.11. 4	500 " 3345.16. 4	" 16 on %	28.14. 0	178.13. 4	4974.16. 4	32.12. 0	371. 0. 0
Flower	2 " 9. 0. 0	40 " 162. 1.11	537 " 4271.14. 3	" 7 on %	13. 9. 0	133. 1.11	3923. 6. 8	46.10. 7	276. 9. 7
Orphans	3 " 32.10. 0	77 " 392.10. 8	695 " 13462.15. 2	" 43 on %	12. 6. 4	408. 7. 4	13230.10. 4	122.10. 2	232. 5. 2
Green St.	2 " 4.15. 0	44 " 177.13. 3	422 " 4230.18. 9	" 40 on %	12.13. 0	226. 8. 3	3729.12. 9	67.18. 6	521. 6. 0
Smiling H.	5 " 21. 0. 0	123 " 724.11. 1	458 " 6012.14. 4	" 63 on %	7.10. 0	1001. 4. 7	3351.19. 4	300. 7. 1	660.15. 0
White Rose	42 " 326. 2.11	373 " 7027.17.11	375 " 7048.17.11	" 72 on %	361.17. 2	3589.18. 6	3589.18. 6	1676.19. 7	1458.19. 3
Judith	1 " 15. 0. 0	18 " 82.17.10	333 " 1878.19. 4	" 15 on %	22. 4. 4	233.12. 8	1237. 8. 4	70. 1.10	641.11. 0
Babylon	6 " 15.18. 1	35 " 199.19.11	379 " 2544.10. 6	" 17 on %	16. 0. 1	467. 8. 8	1944. 6. 0	140. 4. 7	600. 4. 6
Mother & Law	4 " 3.19. 6	34 " 249.15. 4	313 " 1974.10. 7	" 11 on %	16.19. 6	729.12.10	1299. 0. 7	239.17.10	675.10. 0
Romance	1 " 3.11. 7	22 " 37.10. 5	416 " 2549.17. 2	" 10 on %	3. 6. 7	108. 8.11	2292. 0. 8	32.10. 8	253.16. 6
Woman Paris	43 " 600. 7. 3	245 " 3960.12. 7	246 " 3973.12. 7	" 71 on %	980. 7. 3	2056. 8.10	2056. 8.10	616.18. 8	1917. 3. 9
Disraeli	1 " 14.15. 0	34 " 48.12. 9	477 " 2760. 0. 4	" 12 on %	17.15. 8	133. 8. 5	2513. 5. 1	46. 0. 6	246.15. 3
Passion	3 " 5.18. 7	43 " 63. 1.11	510 " 2766. 6. 9	" 7 on %	10. 8. 7	126.15.10	2573. 7. 9	38. 0. 9	192.19. 0
Silent Voice	3 " 3. 3. 0	42 " 76. 3. 6	434 " 2326. 1. 0	" 11 on %	5.10. 0	160. 0. 7	2139.19. 1	48. 0. 2	186. 1.11
Iron Trail	4 " 5. 0. 0	55 " 96. 8. 6	563 " 3147.10. 0	" 10 on %	4.15. 0	136.11. 0	2957. 4. 8	40.19. 4	190. 3. 4
Fair Lady	2 " 2.15. 0	27 " 23.19. 0	489 " 2768. 1. 2	" 10 on %	16.13.11	114.17. 5	2605. 6. 2	34. 9. 3	162.15. 0
Dolls House	1 " 1. 5. 0	17 " 18. 9. 6	387 " 2468. 1. 8	" 20 on %	5. 8. 0	124. 3. 6	1953. 6. 8	37. 5. 0	514.15. 0
Salome		0 " 4.17. 6	268 " 1264. 17. 6	" 8 on %	5. 0. 0	103.19. 0	945.11. 8	41.11. 7	319. 5.10
Tailor Man	2 " 6.10. 0	42 " 82. 2. 8	435 " 2700. 5. 5	" 11 on %	22.13. 0	161.11. 0	2468.13.11	48. 9. 4	231.11. 6
Girl I Loved	2 " 2.10. 0	31 " 170.19. 4	270 " 2013.15. 3	" 5 on %	12. 3. 0	205. 3. 4	1487. 9. 2	61.11. 0	526. 6. 1
Farm	3 " 3.10. 0	2 " 56.17. 6	418 " 1981. 9. 2	" 7 on %	2. 5. 0	92.10. 0	1767.12. 3	27.15. 0	213.16.11
Susanna	2 " 3. 0. 0	44 " 116.11. 3	338 " 2619. 8. 3	" 2 on %	3.15. 0	282. 7. 3	2273. 5. 9	112.18.11	346. 2. 6
Shriek	9 " 10. 5. 0	90 " 151. 1. 9	416 " 2024.18. 2	" 1 on %	3.10. 0	218.16. 9	1801.15. 8	87.10. 8	223. 2. 6
Get Theres	5 " 10.13. 8	48 " 113.15. 0	450 " 2101. 0. 7	" 7 on %	15.10. 8	211. 4. 0	1864.13.10	84. 9. 7	236. 6. 9
Garrisons	10 " 21. 4. 4	93 " 240. 3.11	544 " 3752. 6.10	" 5 on %	24. 7. 4	424.10. 5	3411.16. 1	127. 7. 1	340.10. 9
Womans Woman	5 " 6.10. 0	50 " 115.10. 0	450 " 2147. 5. 5	" 5 on %	19.10. 0	252. 7.10	1845. 5. 3	100.19. 2	302. 0. 2
Christian	7 " 32. 6. 8	157 " 1320.13.10	467 " 6648.11. 3	" 46 on %	83.16. 8	1635.17. 3	6134. 6. 3	654. 6.11	514. 5. 0
Sherlock	8 " 27. 3. 1	137 " 792. 4. 9	386 " 4460. 14. 7	" 62 on %	55. 3. 1	1101.18. 8	3972.14. 7	440.15. 6	488. 0. 0
Strangers	7 " 21.10. 0	130 " 1304.11. 0	290 " 3462. 4. 5	" 35 on %	30.10. 0	1448. 8. 8	2807. 3.11	579. 7. 6	655. 0. 6
Cimme	6 " 9.10. 0	73 " 201.13. 8	371 " 2279.13.11	" 1 on %	35. 2. 6	479. 3. 8	1848. 6. 5	191.13. 6	431. 7. 6
Bargain	6 " 10. 0. 0	84 " 272.15. 3	370 " 2137.12. 0	" 2 on %	34. 5. 0	627.15. 3	1696. 9. 6	251. 2. 1	441. 2. 6
Chains	8 " 14.10. 0	88 " 298.13. 7	397 " 2310. 1. 0	" 2 on %	50. 0. 0	641. 3. 7	1995. 1. 0	256. 9. 5	315. 0. 0
Sin Flood	6 " 8.15. 0	79 " 313. 8. 1	394 " 2221.13. 4	" 3 on %	25. 5. 0	619.10. 7	1858.15.10	247.16. 3	362.17. 6
Remembrance	7 " 12. 5. 0	79 " 243. 8. 7	380 " 2587.13. 8	" 3 on %	13.10. 0	479.18. 7	2224. 8. 8	191.19. 5	363. 5. 0
Brothers	10 " 16.10. 0	96 " 365. 7. 7	407 " 2342. 5. 9	" 2 on %	59. 0. 0	543. 0. 1	2015. 0. 9	217. 4. 0	327. 5. 0
Lost & Found	13 " 30.11. 7	154 " 761.14. 8	312 " 1949. 2. 2	" 0 on %	95.11. 7	920. 7. 2	1377. 7. 2	368. 2.10	571.15. 0
Souls	11 " 29.14.10	132 " 1093. 4.10	309 " 4529.14.11	" 57 on %	33.18. 4	1146.12. 5	4178.19.11	458.13. 0	350.15. 0
Look Best	8 " 14.15. 7	134 " 743. 8. 1	269 " 1703.13. 8	" 0 on %	70.13. 1	1084.10. 7	1226. 3. 8	433.16. 3	477.10. 0
Backbone	11 " 26.15. 0	158 " 807. 4.10	308 " 2113. 4.10	" 3 on %	84.17. 6	915. 4.10	1615. 9.10	366. 1. 11	497.15. 0
Ragged Edge	6 " 8.15. 0	149 " 879.19. 2	282 " 1838. 9. 2	" 0 on %	33. 0. 0	1372. 1. 8	1372. 1. 8	548.16. 8	466. 7. 6
Last Moment	7 " 10.17. 7	140 " 740.12. 9	273 " 1758. 7. 9	" 1 on %	27.15. 0	945. 7. 9	1225.12. 9	378. 3. 1	532.15. 0
Vanity Fair	17 " 82. 0. 0	158 " 940.10. 0	271 " 1715.15. 0	" 0 on %	48.12. 6	1154.17. 6	1154.17. 6	461.19. 0	560.17. 6
Love Piker	13 " 42. 5. 0	177 " 865.18. 9	201 " 1166.13. 9	" 0 on %	58. 2. 6	450.11. 3	450.11. 3	180. 4. 6	716. 2. 6
Womans Sec.	31 " 148.15. 0	126 " 844.12. 6	333 " 2124. 9. 6	" 9 on %	188.17. 6	542.17. 6	542.17. 6	217. 3. 0	1581.12. 0
Paddy	19 " 43.10. 0	216 " 1098. 0. 0	477 " 3268.13. 6	" 7 on %	63.10. 0	1545.17. 6	2729. 6. 0	618. 7. 0	539. 7. 6
Richard	8 " 16.10. 0	249 " 2803.12. 2	259 " 2903. 2. 2	" 48 on %	77.14. 1	2204.16. 3	2214.16. 3	881.18. 6	688. 5.11
No More Women	28 " 208. 4. 0	125 " 813.11. 0	125 " 813.11. 0	" 2 on %	54. 0. 0	129.15. 0	129.15. 0	51.18. 0	683.16. 0
Loving Lies	38 " 307. 0. 0	149 " 1491.18. 6	149 " 1491.18. 6	" 11 on %	278.10. 0	621. 8. 6	621. 8. 6	248.11. 5	870.10. 0
Hill Billy	17 " 151. 1. 0	90 " 769. 6. 0	90 " 769. 6. 0	" 2 on %	109. 0. 0	109. 0. 0	109. 0. 0	32.14. 0	660. 6. 0
Darker Self	15 " 147.16. 0	78 " 557.16. 0	78 " 557.16. 0	" 0 on %	58.10. 0	58.10. 0	58.10. 0	23. 8. 0	499. 6. 0
Dorothy	5 " 450. 0. 0	5 " 450. 0. 0	5 " 450. 0. 0	" 10 on %					450. 0. 0
Totals	609 " 4679. 3.11	6136 " 48029.15. 9	26498 " 262473.16. 6	"1249 on%	4855.15. 2	46340.15.11	229331.0. 6	16076. 1. 8	33142.16. 0
Home Office Exs.	648. 6. 1	5993. 0. 6	32312. 4. 4		648. 6. 1	5993. 0. 6	32312. 4. 4		
Exchange Exs.	1169.17. 8	9008. 2. 2	34557.12. 0		1169.17. 8	9008. 2. 2	34557.12. 0		
Total Operatg Exs.	1818. 3. 9	15001. 2. 8	66869.16. 4		1818. 3. 9	15001. 2. 8	66869.16. 4		
% of Operatg.	39%	31%	25%		37%	32%	29%		
Share Duty etc	46.13.10	512.19. 2	3950. 2. 3		46.13.10	512.19. 2	3950. 2. 3		
Total Operatg. Exs.	1864.17. 7	15514. 1.10	70819.18. 7		1864.17. 7	15514. 1.10	70819.18. 7		
% of Operatg.	40%	32%	27%		38%	33%	31%		

RADIOGRAM

WORLD WIDE WIRELESS

RADIO CORPORATION OF AMERICA

IN CONNECTION WITH

"TRANSRADIO"

A.G. FÜR DRAHTLOSEN UEBERSEE VERKEHR, BERLIN

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HOW DID THEY DISCOVER CONTRACT WE AGREED NOT TO TELL OBRIEN UNTIL FUNDS FOR THIS PRODUCTION WERE RECEIVED STOP WHAT RESULT OF CONF-ERENCE WITH OTHER PARTIES

GRIFFITH

TELEPHONE: BROAD 5100

To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

GRIFFITH'S CONTRACT ROW STIRS FILMLAND

His Zukor Alliance Denied By Doug and Mary.

By MILDRED SPAIN

The rumble of a volcano is heard in the movie world.

Last night an eruption took place that should publicly split any

Mary Pickford Doug Fairbanks
Who created upheaval in the film world yesterday.

friendly feeling between United Artists and Famous Players-Lasky.

And all because of Zukor's statement that David Wark Griffith, the great director, would move his megaphone to Famous Players after one more picture for United Artists.

It is inconceivable that Adolph Zukor will make any further claims on Mr. Griffith's pictures.

That is the defy with which Mary Pickford, Doug Fairbanks, a representative of Griffith, a representative of Chaplin, and members of the United Artists corporation started their campaign to hold Griffith to his alleged contract with them. They would bury all reports that United Artists may release in the future through Famous Players.

Contracts Cited.

Mr. Abrams, president of United Artists, brought in the pact signed by Mary and Doug, and Griffith and Chaplin by proxy last March that said, in the main, that they would renew their contracts for three years, except Chaplin, who had eight more pictures to direct for United Artists.

Albert Banzhof, speaking for Griffith, retorted that he thought the pact was signed and a copy made for publicity purposes only. He understood that Griffith thought so, too.

The meeting that was held Wednesday in the Fairbanks-Pickford apartment, in the Ritz-Carlton, settled the murmurings of the last few months.

It was reported that Doug and Mary would go over to Lasky; that Lasky had given Miss Pickford the chance to accept a coveted role, in England; and that Griffith had taken on a contract with Famous-Players, provided that they would take up his notes amounting to over $200,000.

Griffith is in Germany now making "Dawn" for United Artists.

To all of this both Doug and Mary, the outstanding members of United Artists answered "appearance" or its movie equivalent.

"We owe our allegiance to United Artists," said Mary before she got off the Leviathan, which brought her from Europe. "Doug and I would never think of deserting the ship. Griffith can't go back on his contract."

Mary Shows Her Irish.

Mary is Irish and shows it when she's excited.

"Yeah, Valentino thought he could quit," Doug put in. "But what is Valentino doing now? Making pictures for his own company."

The feeling between Mary Pickford and members of Famous-Players Lasky is deeper than it

David Wark Griffith — **Adolph Zukor**
Announcement of whose contract caused eruption.

looks. When Mary left Famous-Players she left in a vindictive mood.

Lasky answered by hiring several new Mary Pickfords, among them Bessie Love and Mary Miles Minter. Neither scored. Mary had won her first battle.

At a meeting before the Federal Trade commission Mary testified that Zukor had asked her to retire from the films and offered her a bonus of $2,000,000. This was just after her disembarkation from the good ship Lasky.

"I'll have to retire from pictures if this keeps up," Mary said in her anger against the alleged trust. "Why, one time they had to show my picture in a little school house in a city because all the big theatres were trust-controlled."

Nothing has been heard from Griffith since Zukor's belief was announced that he would immediately come over to the Paramount studios after his completion of "Dawn."

JOSEPH S. FRANK
COUNSELLOR AT LAW
27 WILLIAM STREET
NEW YORK CITY

TELEPHONE BEEKMAN 8818

July 26, 1924

Albert H. T. Benshef, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:-

One of the men associated with me in the matter of obtaining the two loans for the Griffith Company($117,500. and $10,000. respectively) is somewhat concerned over the fact that the company's agreement to pay 5% is not in writing.

To ease his mind, will you please write me a letter to that effect?

I have had two propositions, which I did not mention to you, as they called for more than you were willing to pay. One called for seven points off the bond, and the other for almost as much.

I have the application pending now, however, in a quarter where it was very favorably received, and from which, I think, an answer may be expected any day.

Yours very truly,

Joseph S. Frank

JSF/MM

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

July 26th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Dream Street		9706		
Birth of a Nation		17850		
	0	27556	0	0

Positive stock used

Eastman 27556

MAIN OFFICE
17 East 42nd St. New York
THE BENSON AVENUE
TEL. MURRAY HILL 7222

SUBURBAN HOMES
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DRUMMOND REALTY CORP.
REAL ESTATE

BRANCH OFFICES:
4788 BOSTON POST RD. PELHAM MANOR
888 HUGUENOT ST. NEW ROCHELLE
84 BOSTON POST RD. LARCHMONT
168 BOSTON POST RD. RYE

July 27th, 1934

Mr. Albert H. Bunshaf
130 West 42nd. Street
New York City

Dear Sir:-

We have two clients who are in business together or who might be interested separately in Griffith's Point property. They are Mr. Alexander Meffert and Mr. M. Cherry who have built some of the handsomest houses in Larchmont. We have gone into the matter very thoroughly with both Mr. Meffert and Mr. Cherry. If you have any maps or data which we have not got, will you kindly send it to us as soon as possible.

We will try and arrange a meeting with these gentlemen and you as soon as possible as we feel that a personal interview would speed this matter along.

Should they however come to you sooner, we feel that in the light of past business transactions with you, that they could not be in better hands and that our interest will be fully protected.

Sincerely yours,
DRUMMOND REALTY CORP.,

By E. E. Drummond

EED:D

THE FILM DAILY
The BRADSTREET of FILMDOM
The RECOGNIZED AUTHORITY

Vol. XXIX No. 22 Sunday, July 27, 1924 Price 15 Cents

803 Productions for 1924-1925; Startling Jump Over Current Year

Three Major Companies Increase List for New Season—Many New Independent Producers—553 Probable Total for Period Ending This September

A preliminary survey of the field indicates that 803 features will be released in the 1924-1925 season. This total divides itself into two groups: those promised by the old-line national distributors and those by the independent or state right operators:

National distributors list 523. All others, 280.

The figures are supplied by the various distributors. It is interesting to note that three of the major companies plan more releases for the new season than during 1923-1924, the year now ending. Famous Players offer the outstanding example. While only the "Famous Forty" have been announced for fall and early winter release, it is estimated that for the entire season there will be seventy. First National will round out forty-six for this season, with fifty-two on the new schedule. The combination of Metro and Goldwyn will result in a total of about sixty for 1924-1925.

For the season now near an end, Metro, had twenty-nine and Goldwyn twenty-six. Universal has inaugurated a policy of thirty-six Jewels instead of twelve as has been the practice until now and has cut its Special Attractions down to eighteen for 1924-1925. Its total, therefore will be

(Continued on Page 4)

Features Reviewed

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Behold the Woman
Vitagraph 6
Fighting Fury
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The Side Show of Life
Paramount 6
The Desert Sheik
Truart—S. R. 7
Against All Odds
Fox 7
Neglected Women
F. B. O. 7
Short Subjects 10

'Big 4' Claims Contract With 'D. W'; Will Make Question An Issue

Predicates Prior Claim to Statement Issued After Annual Meeting in March—Charges Zukor with Prompting Statement on Merger with Famous

An official statement issued over the statement of Hiram Abrams late Friday threw the gauntlet down to Famous Players when it declared that United Artists had D. W. Griffith under contract for three more years and intended to enforce the contract, provided the issue reached the point where such action might be necessary.

The statement asserts that all of the United Artists members decided to renew their agreements for three years at the annual meeting held in March of this year and that Griffith would find himself obligated to this. Albert H. T. Banzhaf, the Griffith attorney attended the meeting at the Ritz on Wednesday and protested that the statement issued following the March meeting was intended solely for publicity purposes and had no further meaning. It will be recalled that talk of the disintegration of United Artists was prevalent at the time. The Griffith interests maintain that some sort of a statement was considered necessary to check the flood of reports appearing in the press.

An attack against Adolph Zukor was embodied in the statement. It was charged that Zukor was responsible for the report that United Artists would be taken over by Famous. The closing sentence of the statement which was rather lengthy declared:

"It is inconceivable that Mr. Zukor will make any further claim to Mr. Griffith's pictures".

An effort to reach Messrs. Zukor, Lasky and Ludvigh late Friday proved unavailing. They had all gone for the day.

The statement which covered the conference held at the Ritz on Wednesday follows:

"A meeting was held in the apartment of Mr. and Mrs. Douglas Fairbanks, at the Ritz Hotel, New York City, on Wednesday, July 23rd, 1924, at which were present the officers of the United Artists Corp., Miss Mary Pickford, Mr. Douglas Fairbanks, a representative of Mr. D. W. Griffith and a representative of Mr. Charles Chaplin, both of the latter being away from New York City.

"Mr. Hiram Abrams, president of the United Artists Corp. was authorized by all persons concerned to deny

(Continued on Page 4)

Selling In Zones

George Mooser Plans to Produce and Distribute on Basis Similar to Imperial Scheme

(Special to THE FILM DAILY)

San Francisco—According to an interview in the Chronicle, George Mooser, former Far Eastern representative of United Artists is behind a project to make a series of sixteen small-cost pictures provided he can secure partial financial support from local business men.

The distribution plan mentioned in this connection is interesting, inasmuch as it resembles closely that announced by Imperial Pictures in New York. Mooser would turn out a picture every three weeks, each to cost

(Continued on Page 2)

Famous Listed in Canada

(Special to THE FILM DAILY)

Montreal—Beginning early in September, Famous Players' Canadian Corp. securities will be listed on the stock exchange here and in Toronto. Listing papers were approved of by both exchanges some time ago, but calling was delayed until the end of the company's fiscal year.

New High for Famous

"The Wall Street Journal" said on Friday:

"Famous Players was a feature of the industrial specialties, reaching a record 1924 high at 84 in response to the expectation of important developments affecting the personnel of its film stars."

Buys Back Rights

J. D. Williams Re-purchases Ritz Pictures for England from H. W. Thompson

J. D. Williams stated on Friday that English rights to Valentino-Ritz Carlton pictures have been bought back from H. W. Thompson of London by Ritz-Carlton. This deal will clear the way for a new distributing contract, which Williams promises to announce shortly.

Thompson acquired the rights first in November, 1923, and while the terms of the resale were not made public, the arrangement is understood to be satisfactory to all concerned. Frank Thompson, son of H. W. Thompson is still a large stockholder in Ritz-Carlton Pictures, Inc.

Stanley to Manage New Felt

(Special to THE FILM DAILY)

Philadelphia—The recently chartered Fifth & Olney Theater Co., backed by David Bortin and Fred and Eugene Felt, will erect a new house at Fifth and Olney Ave., to seat 2,000, and cost $200,000. When completed it will be taken over by the Stanley Co.

Shauer Has Pneumonia

(Special Cable to THE FILM DAILY)

London—Emil E. Shauer, head of the Famous Players' foreign department, is seriously ill with pneumonia. He is expected to recover. Shauer is here on his regular Summer business trip on behalf of Famous.

GEORGE W. HILL

3 POINTS EQUALS 100%

1. Thomas Dixon's popular novel, *"The Foolish Virgin,"* has had a wide National circulation and has reached the homes of millions of people. Thus you are assured of a ready made audience.

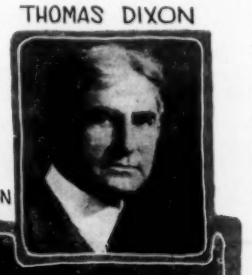
2. *Elaine Hammerstein*, the star, has established a name that is in great public demand because of her histrionic brilliance and repeated screen successes, while Robert Fraser, who heads the supporting cast, has been proclaimed by Pola Negri as the screen's greatest lover.

3. *"The Foolish Virgin"* is a *George W. Hill Production*. In the selection of Mr. Hill as director the producers have picked the one man whose genius is able to create the harmony in perfection required to satisfy the demand of the public.

Secure your bookings now from the exchanges listed below.

De Luxe Film Co., 1318 Vine St., Philadelphia, Pa.; Commonwealth Film Corp., 729 Seventh Ave., N. Y. C.; Standard Film Service Co., 2nd Floor, Film Bldg., Cleveland, Ohio; Standard Film Service Co., Broadway Film Bldg., Cincinnati, Ohio; Standard Film Service Co., Joseph Mack Bldg., Detroit, Mich.; Federated Film Exchange Co., 1018 Forbes St., Pittsburgh, Pa.; H. Lieber Co., 212 Wimmer Bldg., Indianapolis, Ind.; Celebrated Players Film Corp., 713 Wells St., Milwaukee, Wis.; Renown Pictures, Inc., 806 S. Wabash Ave., Chicago, Ill.; Friedman Film Corp., Film Exchange Bldg., Minneapolis, Minn.; Columbia Pictures Corp., 3317 Olive St., St. Louis, Mo.; Jos. A. McConville & Abe Montague, 10-12 Piedmont St., Boston, Mass.; All Star Features Dist., 209 Golden Gate Ave., San Francisco, Calif.; All Star Features Dist., 915 S. Olive St., Los Angeles, Calif.

THOMAS DIXON



ELAINE HAMMERSTEIN

803 Productions For 1924-1925

Continued from Page 1

fifty-four—as compared with sixty-four in the past few years.

The survey indicates that there will be considerably more releases this year than last. Company by company, there will have been distributed by the end of the current season, a total of 553 pictures. Of that number, national distributors are to be credited with 422 and all others with 131.

It must be borne in mind that these various compilations are elastic. In some case, pictures on schedule for 1923-1924 have been produced and held for early release in the new season or production schedules altered. It proved an impossible task to gauge exactly just what will occur next season. The survey was conducted carefully, however, and incomplete as it will undoubtedly prove to be, it will at least give an indication of what the new season holds in store.

Of the 803 features for next year, many have been produced. In the case of the independents, the tendency exists to put into the new classification, those pictures that were not sold during the current year. In the case of at least one national distributor—and the company is prominent—three pictures included in the 1923-1924 announcement when it was announced last year will not go out until sometime this fall. Two of the three have been made and one remains to be produced.

Ritz-Carlton is down for two. Imperial Pictures promise to have twelve for direct sale to exhibitors. Producers Dist. Guild—the Small-wood organization—says it will have thirty. In the field of independent producers, there are many new names including Banner Prod., Chadwick Pictures, Gotham Prod., Ward Lascelle Prod.; Monogram Pictures, Rayart Pictures, Schulberg Prod., and Steiner Prod.

Below will be found a comparative table of what distributors promise for 1924-1925, as compared with their complete schedule for the current year. Those companies omitted failed to supply the requested information:

National Distributors

	Releases 1924-25	Releases 1923-24
Assoc. Exhibitors	48	42
Famous Players	70	66
First Nat'l	54	49
F. B. O.	53	48
Fox	54	52
Imperial	13	—
Metro-Goldwyn	60	*54
Paths	10	6
Prod. Dist. Corp.	52	44
Prod. Dist. Guild	30	—
Ritz-Carlton	2	—
Selznick	40	24
United Artists	8	7
Universal	54	54
Vitagraph	48	48
Warners	30	30
Totals	422	422

*Includes 28 for Metro and 26 for Goldwyn.

Independent Distributors

	1924-25 Releases	1923-24 Releases
Arrow	16	24
Aywon	9	12
Banner	8	*
East Coast Films	8	6
C. B. C.	16	12
Canyon	4	6
Chadwick	9	*
Goldstone, Phil	6	—
Gotham	6	*
Grand-Asher	16	10
Hepworth	16	10
Independent Pict.	41	2
Lascelle, Ward	8	*
Lee-Bradford	18	10
Monogram	7	*
Principal	20	8
Preferred	—	9
Prod. Security	6	8
Rayart	16	*
Russell Prod.	12	—
Schulberg Prod.	9	*
Steiner Prod.	12	*
Truart	8	12
Weiss Bros.	9	2
Total	280	131

*Indicates new companies formed since last year.

The Week's Headlines

Monday

Exhibitors openly declaring they will keep war tax expected to have serious reaction when fall legislative sessions open. Thirty-nine states seek more revenue.

British production reaches low level. Only five producers now at work, as compared with 27 in 1923. German studios active.

T. O. C. C. to act on free park showings.

Milwaukee selected as next meeting place for equipment dealers.

Tuesday

At least 20 states expected to act on new statutes on admissions.

Fox to erect 5,000 seater in Los Angeles.

Famous to resume production abroad in the fall. To make "Sans Gene" in France, reopening London studio in the Autumn.

U. B. O. books "Girl Shy" for Greater New York.

Metro-Goldwyn seeks new listing for preferred on Stock Exchange.

Wednesday

Merger of United Artists with Famous denied. Hearst says Mary Pickford will do "Peter Pan." "Big 4" and Paramount both claim Griffith.

Two new first runs for Broadway. Moss house opens late in the fall and Picadilly in September.

Thursday

"Big 4" meets in conference to discuss disposition of 20% interest held by Griffith. Talk of a new star joining United Artists.

Reported Balaban & Katz will build big house in Detroit.

Two measures levying 10% tax on admissions up to 50 cents, proposed in Georgia Legislature.

War on sexy books. Coast producers seek co-operation on move.

Tec-Art leases Tilford studio.

Mary Pickford denies report she will do "Peter Pan." Chaplin states he will stay with United.

Friday

J. C. Grainger in Detroit on Metro-Goldwyn first run situation. Loew threatens to build. Important field changes.

Walter Wanger rejoins Famous in his old job as general manager of production.

E. A. Eschmann signs new agreement with First National.

Australian ban on U. S. films fails.

Joseph M. Schenck signs new contract with Sidney Olcott for four more pictures is report.

Henry King found decided advantages in working in Italy.

Saturday

United Artists claims contract with D. W. Griffith. Will make question an issue.

Eight hundred and three productions scheduled for 1924-25 season. Big jump over current year.

George Mooser plans to produce and distribute along lines used by Imperial Pictures.

English rights to Valentino-Ritz Carlton Pictures brought back from H. W. Thompson, of London, by Ritz.

Claims Contract

Continued from Page 1

that there had been any negotiations of any kind or character tending towards a merger of the United Artists Corp. with the Famous Players-Lasky Corp., which had been announced in the press. That this announcement, in their judgment, had emanated from a statement given to the public press by Mr. Adolph Zukor, president of Famous Players-Lasky Corp. that he had entered into a contract with Mr. D. W. Griffith to direct three motion pictures photoplays for the Famous Players-Lasky Corp. upon the expiration of his present contract with the United Artists Corp., and in which it was represented that Mr. D. W. Griffith had one more motion picture photoplay to produce for the United Artists Corp.

"In answer to this announcement, Mr. Abrams, Mr. Banzhaf, representing Mr. Griffith protesting, was authorized to state that at the annual meeting of the stockholders and owners of United Artists Corp., held at the office of the United Artists Corp., No. 729 7th Ave., New York City, on Friday, March 28, 1924, at which were present Mary Pickford, Douglas Fairbanks and D. W. Griffith in person, and Charles Chaplin, by proxy, it was unanimously decided upon by all the parties concerned.

'to renew and extend their contracts for a period of three years, excepting Charles Chaplin, who had eight pictures still to deliver to the United Artists Corp.'

and a memorandum to that effect was signed by all parties concerned and a photostatic copy of the same was published generally in the press.

"It is the sense and purpose of the United Artists Corp. to enforce the respective contracts as they exist and as they have been renewed with all of the above individuals, including Mr. D. W. Griffith.

"Mr. Albert H. T. Banzhaf, representing Mr. Griffith, stated to the meeting, and contended that it was the belief of Mr. D. W. Griffith and himself, who were present at the above meeting, that the above signed memorandum was intended solely for publicity purposes and had no further meaning.

"It is inconceivable that Mr. Zukor will make any further claim to Mr. Griffith's pictures."

Sales On Roosevelt Series

Weiss Bros. report the following sales on the eight Buddy Roosevelt westerns:

To Skirboll Gold Seal Prod., Cleveland, for Ohio and Ky.; Progress Pictures Chicago, Indiana for Wisc. and N. Ill.; Beacon Films, Boston, for New England; 20th Century Film, Phila., for East Penn. and So. Jersey; Kerman Films, N. Y., for New York and No. Jersey; Enterprise Dist., Atlanta, for Georgia, Florida, Alabama, Tenn. and the Carolinas; Enterprise, Dist., New Orleans, for Miss. and La.; Specialty Film, Dallas, for Texas, Okla. and Arkansas, and R. G. Hill Enterprises, Pittsburgh, for West Penn. and West Va.

New House For Phila.

(Special to THE FILM DAILY)

Philadelphia—Wm. Freihofer will erect a new theater on the site of the Frankford Ave. Meth. Epis. Church. He paid $145,000 for the property and starts construction in six weeks.

July 26th 1924.

Mr. Joseph S.Frank,
27 William Street,
New York City.

Dear Sir:

In connection with the matter of consummating the purchase of the existing mortgages of $117,500.00 on the studio property and $10,000. on the so-called 30-acre plot and also obtaining extension of three (3) years for the mortgages on the studio property aggregating $117,500.00 and also extension agreement for one year or more on the $10,000.00 mortgage with privilege to pay on or before the maturity date thereof, we agree to pay you a commission of Five (5%) percent of the total amount procured to cover said mortgages as and when the matter is finally consummated.

Very truly yours,

D.W.GRIFFITH , INCORPORATED

By_____
Secretary.

R/GDM

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY FOR D. W. GRIFFITH

July 25, 1924.

Mr. G. S. Harrison, Vice President,
Central Union Trust Company,
80 Broadway,
New York City.

Dear Sir:-

Replying to your letter of the 19th inst., all conversations which the writer has had with executives and officers of the Central Union Trust Company with reference to the D. W. Griffith loan, have always pertained to the domestic earnings (U. S., Canada, Cuba and Mexico) - and I therefore assumed that you were only particularly interested in the domestic earnings because they represent approximately 85% of the world earnings. However, we should be pleased to send you copies of Statements of Contracts Taken when received from the foreign branches.

We are arranging to have these foreign companies send us these extra copies of statements so that we can send them along to you promptly as they are received.

We are attaching a statement showing D. W. Griffith's equity in his pictures by countries as of the latest date for which we have Balance Sheets.

You will note that with the exception of Continental Europe, the Sales, Played and the Unplayed are shown in the money of the country involved. In the case of Continental Europe - because there are 8 or 9 countries involved - while the head office is in Paris, in order to spread the Overhead for Balance Sheet purposes, the Sales, Played and Unplayed for the various countries are converted into French francs.

We enclose a statement for each one of the pictures for the week ending June 21, 1924 (we have no spare copies for May 3) which shows you the value of contracts taken in the money of the particular country (under Accumulative Rentals) - and also its equivalent in French francs (under

Mr. G. S. Harrison -2- July 26, 1924.

Accumulative Equivalent French francs).

For example, you will note that on May 3 the Contracts taken on the attached Equity statement for [illegible] amounted to French francs 330,049.44; while on the attached Statement of Contracts taken for week ending June 21, 1924, the amount is French francs 341,172.93. In other words, the sales for less than a month were 41,000 French francs.

Our South American books are being audited by Price, Waterhouse, and we hope to have some later figures at an early date from there.

So ~~[illegible]~~ roughly that Mr. Griffith's equity in foreign countries amounts to approximately 35,000 U. S. dollars.

Yours truly,

UNITED ARTISTS CORPORATION

Controller
F. A. Beach

Encl.
FAB:AP

"ORLEANS"

	U.S.	Japan	Mexico	Canada	Europe
Sales - June 28	1,147,017.72	14,477.49	12,016.50	80,344.51	
Played & Earned 6/21	1,117,[illegible]	14,477.49	12,016.50	78,474.51	
Unplayed	[illegible]	--	--	1,870.00	
Producer's Share of Unplayed	25,905.05	--	--	1,683.00	
Overpayments	6,470.74	--	--	--	
	19,434.31	--	--	1,683.00	17,417.29

"VIRGINIA MINNY"

Sales - June 28	766,964.14	--	--	30,961.58	
Played & Earned 6/21	720,741.42	--	--	29,581.58	
Unplayed	46,222.72	--	--	1,400.00	
Producer's Share of Unplayed	37,372.52	--	--	1,680.00	
Overpayments	9,639.90	--	--	--	
	27,732.72	--	--	1,680.00	29,412.72

"WHITE ROSE"

Sales - June 28	638,028.51	2,640.27	1,739.67	27,731.68	
Played & Earned 6/21	562,304.48	2,640.27	1,739.67	22,930.00	
Unplayed	75,724.03	--	--	4,801.68	
Producer's Share of Unplayed	58,686.12	--	--	3,361.18	
Overpayments	54,984.70	--	--	--	
	3,701.42	--	--	3,361.18	7,062.60

"AMERICA"

Sales June 28	306,170.00	--	--	--	
Played & Earned 6/21	3,500.00	--	--	--	
Unplayed	302,670.00	--	--	--	
Producer's Share of Unplayed	234,469.25	--	--	--	
Overpayments	135,985.60	--	--	--	
	98,483.65	--	--	--	98,483.65

	152,376.26
Page 1	43,006.03
TOTAL EQUITY ON ALL PICTURES -	195,382.29

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

129

July 20th 1924.

Mr. C.A.Woodman,
Manager, Oliver Ditson Company,
178 Tremont Street,
Boston, Mass.

Dear Sir:

In reply to your letter of the 22nd inst., I am enclosing herewith copy of a letter of agreement received this date from G.Schirmer, Inc. relative to the use of one composition belonging to them in the printed orchestral arrangement which we are preparing for the photoplay "AMERICA". You will note by this letter of agreement that for 150 copies we are paying them $75.00 and I believe that your Company, considering this and future business arrangements should enter into the same letter of agreement with us relative to your composition "AT DAWNING".

Should the Griffith Company use more than 150 sets it will pay for any additional sets at the same proportion for each set as 150 bears to $75.00.

If this is satisfactory to you, will you kindly send us a letter as per the enclosed Schirmer letter of agreement, and oblige

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
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KOHLMAN & AUSTRIAN
27 CEDAR STREET
NEW YORK

171

July 28th
1924

Albert A. Grey, Esq.,
c/o D. W. Griffith Inc.,
1476 Broadway, New York City

Dear Mr. Grey: RE: IVOR NOVELLO

Our Mr. Austrian has just returned from England where he has conferred with our client, Mr. Ivor Novello, in reference to the situation which has arisen out of the contract between your Company and Mr. Novello dated November 27th 1922. Mr. Novello has asked us to take this matter up with you at once and therefore we suggest that you make an appointment to see our Mr. Austrian at this office at your earliest possible convenience.

Yours very truly,

KOHLMAN & AUSTRIAN

CJA.AWB

COPY

124

July 26th 1924.

Drummond Realty Corp.,
17 East 42nd Street,
New York City. Attention, H. H. Drummond.

Gentlemen:

In reply to your favor of the 27th inst. relative to the Griffith Studio property, formerly the Flagler property, received. I beg to advise that I would be glad to co-operate with you in any way to interest Mr. Alexander Heffert and Mr. M. Cherry relative to the purchase of said property. If you will call in to see me at the earliest possible moment I will be glad to give you a blue print thereof.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
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62

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

OFFICE OF
SUPERVISING INTERNAL REVENUE AGENT

July 26,1934

M.B. Aronson

In re: D.W. Griffin
c/o Banghof and Pembleton
130 West 42nd St.,NYC

Date of Report: June 10,1934

Years examined: 1931

Apparent Overpayment $6,476.79

There is transmitted herewith copy of a report covering examination recently made by a representative of this office covering your income tax liability, and a form of agreement which, if the adjustments suggested are satisfactory to you, you may sign and return to this office. The agreement, however, until approved by the Commissioner, upon a review of the examining officer's report in Washington, is not binding. In the event the report is not approved upon review in Washington and there are material changes, you will be given the benefit of due notice and afforded an opportunity to discuss the changes with this office.

If you do not agree with the conclusions stated in the report, it is desired that every opportunity be afforded you to present any objections or additional information which you believe might affect the result of the final decision of the Commissioner of Internal Revenue at Washington, D.C. The original of this report will, therefore, be held in this office for a period not to exceed twenty days from the date of this letter in order that you may, if you so desire, present any protests, briefs, or letters containing additional information. Such protests, briefs, or letters should be forwarded in triplicate to this office, where they will receive careful consideration before the report with all papers pertaining thereto is transmitted to the Department at Washington for final action. If you agree to the findings of the examining officer the report will be forwarded at once. In the event that you do not submit protest or brief within the twenty-day period, the report will immediately thereafter be forwarded to the Bureau. However, any appeal, protest or additional information affecting the enclosed report should be directed to this office, and not to the Bureau at Washington. If forwarded to the Bureau direct, it will be referred to this office for appropriate consideration.

No remittance should be made until you receive notice of assessment from the Collector of Internal Revenue for your district.

Please acknowledge receipt by return mail.

Respectfully,

J.C. Wilmer

Supervising Internal Revenue Agent

MLD

Form 850 - Revised

SCHEDULE 1

Block Adjustments			Year 1921	
Block	Return	Additions	Reductions	Corrected
1	200,000.			200,000.
2	12,247.61			12,247.61
9	461.44			461.44
11	612,709.05			612,709.05
13	6,442.76			6,442.76
16	63,850.00		54,662.32	118,512.32
18	70,292.76			124,955.08
Total	142,416.29		54,662.32	87,753.97

SCHEDULE 1-a

Explanation of items {Changed / Unchanged}

1-Salary from D. W. Griffith Inc. 200,000.
2-Interest received 12,247.61
13- N. Y. State Income Tax 5,949.72
California Tax 493.04
6,442.76

16- Salary to superintendent at California Ranch 3,600.
Loss- on Work Producing Co. -deducted 60,250.
" " " " " not deducted
but allowed as a loss in 1921 54,662.32
Total 118,512.32

The Work Producing Co. was organized for the purpose of producing a motion picture called "Intollerance". This picture was a failure and in the early part of 1921 the company was placed in bankruptcy. At that time the company owed Mr. Griffith the sums of 60,250. and 54,662.32, being advances made to the company to meet its running expenses and to pay off its certificates of indebtedness.

The taxpayer charged off 60,250. in 1921 and 54,662.32 in 1923. As the loss was definitely ascertained in 1921 the entire loss is allowable in the year 1921. The company did not operate since 1921 and was finally dissolved in 1923.

Taxpayer is filing amended return for 1923 excluding the loss of 54,662.32

In re: D. W. Griffith -6-

SCHEDULE 6

Computation of Tax		Year ended Dec 31,1921
Total net income Schedule 1		67,753.97
Less- Exemption	4,000.	
Interest on U.S. Obligs etc	461.44	
		4,461.44
Income subject to Normal Tax		63,292.53
Tax 4% on 4,000.	160.	
Tax 8% on 63,292.53	6,583.40	
		6,743.40
Surtax husband's income	17,946.67	
		17,946.67
Total tax		24,690.07
Total tax assessable		24,690.07
Tax previously assessed		33,166.86
Overassessment		8,476.79

D. W. GRIFFITH COLLECTION
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WORK PRODUCING COMPANY

EXHIBIT "A"

Balance sheet Dec 31, 1921

Assets

Cash	4,047.94
Negative -Production Cost	3,000.
Deferred Charges	1,360.
Advances	837.28
	8,415.22

Liabilities

Ctfs of Indebt.	25,800.
Due D.W. Griffith	60,250.
" "	54,602.32
Accts Payable	2,743.73
Deficit	(135,030.83)
	8,415.22

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AGREEMENT CONSENTING TO ASSESSMENT OF A DEFICIENCY

The undersigned taxpayer hereby waives the right of appeal under Section 274 (a) of the Revenue Act of 1924 with respect to the items listed below* and consents to the immediate assessment of the deficiency in tax resulting therefrom. These items are included in a deficiency in tax aggregating $.....as indicated in the report of the Revenue Agent in Charge at.....

....., dated.....

.....

.....

.....

.....

(Attach additional sheets if necessary)

.....
(Name)

.....
(Address)

Date..... By.....

*Where the taxpayer consents to the assessment of the entire amount of the deficiency shown by the letter from the Commissioner or as indicated in the report of the Revenue Agent in Charge, the items need not be listed; reference may be made to the letter or report.

Note: This agreement is subject to the approval of the Commissioner and is not an agreement as provided under Section 1006, Revenue Act of 1924.

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] GARRICK STREET
LONDON, W. C.

July 28, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
New York City

Dear Mr. Abrams:

REPORT- WEEK ENDING JULY 28, 1934

Nothing exceptional occurred this week.

The services of Mr. Paul Seligman have been terminated and commencing August 11th Mr. Mitchell will start as Birmingham Branch Manager at a salary of £17.10. 0 per week.

The expenses for the week just ended are not at the moment available, but we hope to be able to give you this figure in the next report.

The total business from each of the branches was as follows:

Birmingham	£365. 0. 0
Cardiff	200. 0. 0
Glasgow	105. 3. 5
Leeds	82. 0. 0
Liverpool	695. 0. 0
London	970. 5. 1
Manchester	573. 0. 0
Newcastle	335. 0. 0
Ireland	155. 0 .0
	£3480. 8. 6

Cash collections for the week amounted to ..... £ 1753. 3.11

Yours sincerely,

(Signed) M. Silverstone

MS:ER

July 28th 1924.

Mr. M.H.Tompkins,
Secretary, G.SCHIRMER, INC.,
3 East 43rd Street,
New York City.

Dear Sir:

In reply to your favor of the 25th inst. relative to letter of agreement giving us permission to use the copyrighted musical composition entitled "STORM MUSIC" by Davino in printed orchestral arrangement which we are preparing for the photoplay "AMERICA", received and contents noted. We will be glad to comply with the terms of the aforesaid letter and you may use this letter as acceptance of the terms thereof.

I beg to advise that should the Griffith Company print more than 150 sets it will pay for each additional number so printed a proportionate amount due according to the terms of your letter of agreement, viz; at the rate of 150 sets at $75.00.

Kindly forward your bill for 150 sets at $75.00 and payment will be made in due course.

I am returning herewith duplicate copy of your letter for your files withrequested by you.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary.

D. W. GRIFFITH CO. COLLECTION
MUSEUM OF MODERN ART FILM

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT · SHORE TO SHIP · SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

TIME FILED

RATE

FORM No. 122-122

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

JULY 26 1934

GRIFFITH HOTEL BRISTOL BERLIN (GERMANY)

RUMORS OF CONTRACT WERE SO PERSISTENT WE CONSENTED TO LUDWIGS REQUEST TO GIVE STATEMENT TO PRESS STOP OBRIEN TOOK NO STEP UNTIL SUCH PUBLICITY ALTHOUGH I TOLD HIM BEFORE STATEMENT APPEARED STOP MONEY UP TO TWOHUNDRED FIFTYTHOUSAND FOR PRESENT PRODUCTION WILL BE PAID AS AGREED

BANZHAF

Sharge Banzhaf ac Pembleton 130 W 42

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

Your File

July 29th 1936.

Mr. Albert L. Gray,
Vice-Pres., D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Gray:

Will you kindly forward to me as soon as you receive the same, the assignment by Geoffrey Moss of the stories in his book "DEFEAT"? It will be necessary for us to have this paper in proper form before filing the same at Washington and therefore it will be advisable for me to look over the same as soon as it arrives so that there will be no undue delay in having the matter completed.

Very truly yours,

RH/GDM

971

July 29, 1924.

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, below is statement showing results obtained on D. W. Griffith's "AMERICA":-

	SALES	Cash Collections
W/E 7/12/24	$27,707.30	$8,558.55 (actual)

Yours truly,

UNITED ARTISTS CORPORATION

Beach

Comptroller
F. A. Beach

WL:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. HANZHAF
130 W. 42ND ST.
20TH FLOOR
NEW YORK

The BRADSTREET of FILMDOM

THE Film DAILY

The RECOGNIZED AUTHORITY

Vol. XXIX No. 24 | Tuesday, July 29, 1924 | Price 4 Cents

$23,000 Due Brabin

Metro-Goldwyn Admits Amount—Denies "Ben Hur" Damages, However

Metro-Goldwyn Pictures Corp. has applied to the Supreme Court to strike out allegations in a suit of Charles J. Brabin as to damages sustained, and to dismiss the complaint. The papers reveal two claims by Brabin, one for $500,000 for breach of contract by which he was to direct "Six Days."

Brabin alleges that he was engaged by cable to take over the direction of "Ben Hur" because matters were in a chaotic condition, and was to get $27,500 for the job. He alleges that only $4,500 was paid, and that he was discharged on June 4 last. An affidavit by Edward Bowes, vice-president of the defendant, admits that $23,000 is due, but denies the claims of damages.

In asking $500,000 Brabin says his reputation would have been increased in value to that amount if he had been permitted to get the credit for directing "Ben Hur."

John L. Day Here; Optimistic

John L. Day, South American representative for Paramount is in New York after a seven months stay in Brazil. Although the revolution has interferred with business in Sao Paulo, he predicts a year of prosperity in that territory.

Trade Luncheon for Danny

(Special Cable to THE FILM DAILY)

London—A number of important British producers and renters will give Danny a luncheon today.

Over $14,000 Weekly

"Commandments" Hits That Average for 31 Weeks on B'way—Moving to Criterion

"The Ten Commandments" terminates its run at the George M. Cohan theater on Monday afternoon, Aug. 25 to re-open shortly after that at the Criterion. By that time, the picture will have completed thirty-five weeks at the same theater, having opened on Dec. 21, 1923. The move is necessitated by the expiration of the contract held by Famous on the theater.

Figures up to and including the performance of Saturday night, July 26, thirty-one weeks show the average weekly business has exceeded $14,000.

The picture will replace "Dorothy Vernon" at the Criterion.

Up To "Big 4"

Ludvigh of Famous Says They Must Enforce Rights if They Hold Griffith Contract

So far as Famous is concerned, the next step in the matter involving future services of D. W. Griffith must come from United Artists. Elek John Ludvigh, speaking for Famous, declared yesterday that, as he understand it, if United Artists have any rights in this particular question they must set about enforcing them. It would seem that the process of so doing must involve court action.

Commenting on the Abrams statement, defining the United Artists' stand, Ludvigh said:

"I think Mr. Abrams misses the point. If Griffith has a contract with United Artists, then it is Famous who is grieved. Abrams talks as if we had grieved United Artists. He needn't worry if he has a contract because if there is such an agreement, it must bear a prior date to ours."

Hepworth to Carry On

F. W. Clarke, of Cranfield and Clarke, American representatives for Hepworth Pictures who just returned from a trip to England, said yesterday of the Hepworth difficulties:

"The Hepworth receivership is not in the nature of receivership generally identified with bankruptcy. Mr. Hepworth had a receiver appointed of his own volition in order to protect preferred stock holders, when he found that the management of the organization was not as he thought it should be. The firm has promising prospects and will continue to 'carry on'".

Clarke said that Hepworth may be expected in America shortly, where he may start production on an active scale.

Chicago Golfs Today

(Special to THE FILM DAILY)

Chicago—There won't be a great deal of business done in Chicago today because the First Mid-West Golf Tournament will be held at Olympia Fields. Dinner will be served at the Idlewild Country Club.

New Exchange for Prod. Dist.

(Special to THE FILM DAILY)

Indianapolis—Producers Dist. Corp. has opened a new exchange with R. Lundgren in charge.

Hays Leaves for East

(Special to THE FILM DAILY)

Los Angeles—Will H. Hays left for the East today.

Raising "War Chest"

Operators' Union Assessing Members 12½% for Eight Weeks—Exhibitors Impatient

M. P. Operators' Union No. 306 has informed all of its members that a 12½ per cent assessment will be made against their weekly wages for a period of eight weeks. Membership in the union is placed at about 5,000.

In view of the fact that the present agreement with the T. O. C. C. and the large circuits expires the end of August, it was thought yesterday that the assessment which will bring many thousands of dollars into the union treasury was decided upon in order to raise a "war chest" in the event new negotiations are deadlocked.

Exhibitors are impatient toward the operators' organization. They declare wage increases are being demanded every year and that some time the situation must be altered. It

(Continued on Page 2)

New Coast Outfit

(Special to THE FILM DAILY)

Hollywood—Van Pelt-Wilson Prod. has been formed. The company will feature Al Wilson, stunt aviator in a series of action pictures. The personnel includes H. J. Poppelman, president; E. O. Van Pelt, vice-president; A. P. Wilson, secretary and treasurer; Ernest Van Pelt, production manager; Jacob L. Hoy, business manager, and Lon White, director of publicity.

Want Okla. Towns "Blue"

(Special to THE FILM DAILY)

Enid, Okla.—The Sunday question is assuming a different aspect than when it was voted on in 1922 and then defeated. Now, the Booster Club is sponsoring closed houses on the Sabbath and petitions circulated indicate a ratio of 3 to 2 in favor. The same situation exists in Beggs, a town near here, where a similar drive is being launched by "blue" factions.

Brenon Coming East

Herbert Brenon is on his way to New York to prepare for "Peter Pan". Accompanying him is Willis Goldbeck, who has written the continuity. Roy Pomeroy, who will act as co-director, will come East in a few days.

Call Meeting for Thursday

Operators of independent circuits in New York will hold a meeting at the T. O. C. C. headquarters Thursday to discuss buying problems for the fall. A revival of the Associated Booking Corp. is talked of.

10 Zones For N. Y. C.

Imperial's First at $2,500 Per Zone—Local Exhibitors Receptive to Plan

It is understood that officials of Imperial Pictures which intend selling their twelve pictures for 1924-1925 on a zoning plan have approached important operators of independent circuits in Greater New York about the disposition of the rights.

It is planned to divide Greater New York into ten zones, each to be sold at $2,500 a zone or a total of $25,000 for the entire city.

The first picture as noted, will be "The Desert Healer" with Jacqueline Logan, Conway Tearle and Wallace Beery in the cast.

The plan has been favorably received locally. When the A. B. C.—the Associated Booking Corp.—was functioning in New York, one of the pictures purchased was "The Ninety and Nine," for which $22,000 was paid. At that time only about forty theaters were involved.

The impression prevails that if the

(Continued on Page 2)

"Janice" Opens August 5

The opening date of "Janice Meredith" at the Cosmopolitan has been definitely decided as Aug. 5. The house is now undergoing remodeling. Deems Taylor has completed a special musical score. Frederick Stahlberg will conduct the orchestra.

Flinn Eastbound

(Special to THE FILM DAILY)

Los Angeles—John C. Flinn of Prod. Dist. Corp., left for New York yesterday.

Sails With Film

Myron Selznick Completes "Human Desires" Abroad—Next in Berlin

(Special Cable to THE FILM DAILY)

London—Myron Selznick has left for New York on the Aquitania with the negative of "Human Desires" which features Marjorie Daw and Clive Brook. The picture was produced in London, Berlin and Paris. No distribution has been arranged. Following a short stay in New York, Selznick will go to Berlin to make another picture.

Miss Daw returns to the States on the same boat.

It was the impression before Selznick sailed to make "Human Desires" that distribution would be through Selznick Dist. Corp.

129

FOUNDED 1835
INCORPORATED FEBRUARY 1888

Oliver Ditson Company

Music Publishers

DEALERS AND CONNOISSEURS OF

MUSIC, MUSIC BOOKS AND MUSICAL INSTRUMENTS.

178-179 TREMONT STREET

CABLE ADDRESS
DITSON BOSTON

AGENCIES
CHAS. H. DITSON & CO. NEW YORK
LYON & HEALY CHICAGO

Boston, July 30, 1924

D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, New York

Attention Mr. Albert H. J. Banshaf

Gentlemen:

We enclose in duplicate a letter copied from G. Schirmer, Inc.'s letter of July 25th, duly signed, and upon receipt of $75.00 this will adjust the matter to our entire satisfaction.

Will appreciate it, however, if you will send us a copy of the release sent to you under date of June 22, 1922.

Yours truly,
OLIVER DITSON COMPANY
C. A. Woodman
Mgr.

CAW:MW

JAMES F. DONLAN
ATTORNEY AND COUNSELLOR AT LAW
618 MONTAGUE STREET
BROOKLYN N. Y.
TELEPHONE MAIN 9878

July 30th, 1924.

Banzhaf, Pembleton & Littick, Esq.,
Counsellors at Law,
130 West 42nd Street,
New York City.

Gentlemen:-

Mr. Andrew E. O'Shea, Administrator of the Estate of Daniel Shea, deceased, has handed me your letter of the 28th inst. with reference to the Baltimore Bank account matter.

This matter has been in the hands of Mr. Robert Biggs, attorney, Baltimore, Md., since early last June, the next of kin of the late Mr. Shea waiving their right to letters of administration on this estate in Maryland.

Mr. O'Shea, as Administrator, is not interested in the proceeding except to see that the money is paid over to the rightful parties. I would suggest that you communicate with Mr. Biggs.

RC/jfd

Very truly yours,

James F. Donlan

1784

R. A. Powers
729 SEVENTH AVE.
NEW YORK

July 30th, 1924.

Mr. D. W. Griffith,
c/o Mr. A. H. T. Bánshaf,
130 West 42nd St.,
New York City.

Dear Sir:

Please take notice that in accordance with the terms of paragraph Nineteenth of the agreement between you, D. W. Griffith, Inc. and the undersigned, dated January 25, 1924, you are required to forthwith assign and deliver to the undersigned under the terms of said agreement, all the certificates or shares of stock of United Artists Corporation, owned or controlled by you, together with proper assignments thereof.

Very truly yours,

R. A. Powers

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.

TELEPHONE NEW 000-000

178

July 30, 1924.

Mr. Albert H. T. Banshaf,
Bush Terminal Building,
130 West 42d St.,
New York.

Dear Mr. Banshaf:

Replying to your letter of yesterday, the picture AMERICA was registered for copyright during the early part of June and the certificate of copyright registration therefor sent directly to D. W. Griffith.

Sincerely yours,

Leonard S. Coward

971

July 30, 1924.

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, below is statement showing results obtained on D. W. Griffith's "AMERICA" for the week ending July 19, 1924:

SALES	CASH COLLECTIONS
$24,165.00	$4,305.00 (Actual)

Yours truly,

UNITED ARTISTS CORPORATION

Beach

Controller
F. A. Beach

WL:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
729 Seventh Avenue
New York

C. U. T. C.
971

July 31, 1924.

Mr. A. H. T. Banshaf,
Bush Terminal Bldg.,
West 42d Street,
New York City.

Dear Mr. Banshaf:-

Enclosed is copy of a letter to the Central Union Trust Company, together with copy of statement showing D. W. Griffith's equity in his pictures in foreign countries.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl.
R:AP

D. W. Griffith's Equity in Foreign Countries

ENGLAND - May 30, 1924

Picture	Gross Sales	Played	Unplayed
Dream Street	£14,421.16. 0	£14,231.16. 0	£ 190. 0. 0
Way Down East	151,984.14. 7	147,507. 0. 7	4477.14. 0
	£166,406.10. 7	£161,738.16. 7	£4,667.14. 0
Producer's Share of Unplayed			£3,267. 7.10
Equity - -			£3,267. 7.10

CONTINENTAL EUROPE - May 3, 1924

Picture	Gross Sales	Played	Unplayed
	French Fcs.	French Fcs.	French Fcs.
Dream Street	320,089.41	308,838.52	11,250.89
Love Flower	165,164.42	158,481.21	6,683.21
Way Down East	216,833.13	196,990.01	19,843.12
White Rose	72,565.07	13,583.15	58,981.92
French Fcs.	774,652.03	677,892.89	96,759.14

Producer's Share of Unplayed	French Fcs.	58,055.48
Overpaid - - -	" "	34,365.65
		23,689.83

AUSTRALASIA - April 26th, 1924

Picture	Gross Sales	Played	Unplayed
Dream Street	£ 4,132.16. 1	£3,659.15.1	£ 473. 1. 0
Love Flower	4,207. 4. 3	3,956.19.8	250. 4. 7
Way Down East	21,430.19. 6	21,312.14.6	118. 5. 0
Orphans	13,311. 0. 8	13,168.13.11	142. 6. 9
White Rose	3,830. 0. 7	2,751.13.10	1078. 6. 9
	£ 46,912. 1. 1	£44,849.17. 0	£2062. 4. 1
Producer's Share of Unplayed			£1443.10.10
Equity			£1443.10.10

SOUTH AMERICA

Argentina - December 29, 1923

Picture	Gross Sales	Played	Unplayed
	Arg. Pesos	Arg. Pesos	Arg. Pesos
Dream Street	4,460.65	3,380.65	1,080.00
Love Flower	7,303.60	6,473.60	830.00
Way Down East	7,255.15	5,115.15	2,140.00
Orphans	39,423.89	38,696.89	727.00
White Rose	8,942.00	8,942.00	2,300.00
Arg. Pesos	67,445.29	60,308.29	7,137.00

Producer's Share of Unplayed — Arg Pesos 4,282.20
Equity - " 4,282.20

Chili - December 29, 1923

Picture		Gross Sales		Played	Unplayed
Way Down East	Chi. Pesos	2,635.20		2,635.20	-/-
Orphans	" "	7,869.42		7,869.42	- -
	Chi. Pesos	10,504.82	Chi. Pes.	10,504.82	

NO EQUITY

F A R E A S T - March 1st, 1924

Picture	Gross Sales	Played	Unplayed
Love Flower	Yen 14,926.07	Yen 8,036.07	Yen 6,890.00
Dream Street	" 25,163.81	" 17,058.81	" 8,105.00
Way Down East	" 99,508.60	" 95,908.60	" 3,600.00
Orphans	" 81,125.66	" 56,240.41	" 23,885.25
	Yen 220,724.14	Yen178,243.89	Yen 42,480.25

Producer's Share of Unplayed — Yen 25,488.15
Equity — Yen 25,488.15

[illegible]

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Sales w/e 6/28	[illegible]			[illegible]	
Played & Earned w/e 6/21	[illegible]			[illegible]	
Unplayed	[illegible]			[illegible]	
Producers Share	[illegible]			[illegible]	
Less Overpayment				[illegible]	
	[illegible]			[illegible]	[illegible]

[illegible]

Sales w/e 6/28	[illegible]	[illegible]	[illegible]	[illegible]	
Played & Earned w/e 6/21	[illegible]	[illegible]	[illegible]	[illegible]	
Unplayed	10,454.10			[illegible]	
Producers Share	6,109.68			[illegible]	
Less Overpayment	[illegible]			[illegible]	
	[illegible]			[illegible]	$6,446.79

[illegible]

Sales w/e 6/28	$12,890.23	$2,552.75	$2203.84	$32,278.59	
Played & Earned w/e 6/21	492,118.11	2,552.75	2203.84	26,602.54	
Unplayed	20,172.12			5,976.05	
Producers Share	15,633.39			4,183.38	
Less Overpayment	949.23				
	$14,689.16			$4,183.38	$18,872.54

BAY DOME EAST

Sales W/E 6/28	$1,719,801.27	$10,305.09	$9541.13	$89,034.65	
Played & Earned W/E 6/21	1,695,592.86	10,305.09	9541.13	87,397.90	
Unplayed	24,208.41			1,636.75	
Producers Share	18,761.52			1,145.73	
Less Overpayment	7,632.33				
	$11,129.19			$1,145.73	$12,274.92

Place file

July 31st 1924.

Mr. Walter Gifford,
55 Victory House,
Leicester Square,
London, England.

Dear Mr. Gifford:

Mr. Grey has just handed me the assignment executed by Mr. Geoffrey Moss, ~~taxxxx~~ covering the story "ISN'T LIFE WONDERFUL".

It will be necessary for us to record this assignment in the Copyright Office at Washington and in order to make it complete, the assignment must be acknowledged before the U.S.Consul. I am therefore enclosing original and copy of assignment for execution by Major Moss and acknowledgment before the U.S.Consul. This assignment also contains changes as follows from the assignment which you forwarded to Mr.Grey:

> The Assignment has been made to D.W.Griffith, Incorporated instead of D.W.Griffith personally and I have also included the right for D.W.Griffith, Incorporated to publish a synopsis of the work for advertising purposes.

Major Moss may retain the extra copy herewith enclosed for his own files.

Will you kindly give this matter your prompt attention and forward the re-executed assignment direct to me at your earliest convenience?

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105A

July 31st 1936.

Mr. Robert Biggs,
804 Union Trust Bldg.,
Baltimore, Md. Re: Estate of Daniel Shay, Decd.

Dear Sir:

Will you kindly advise us when D.W.Griffith, Inc. may expect to receive the funds belonging to it which were deposited by Mr. Shay in his personal account with the Commonwealth Bank at Baltimore, Md.

We are very desirous of having this matter concluded at the earliest possible moment as we understand that Mr.O'Shea, Administrator of the Estate, has waived his right to Letters of Administration in Maryland, as have the next of kin also.

Your prompt attention and early response will be appreciated.

Very truly yours,

R/GDM

16A

Supreme COURT of the State of NEW YORK

Clark D. Pease
Plaintiff

vs.

Samuel Ward Stokes
Defendant

Stipulation

It is hereby stipulated and agreed by and between the attorneys for the respective parties hereto that the time for the plaintiff to serve a complaint be and it hereby is extended twenty days from date hereof.

New York, July 31, 1924

Schlesinger & Schlesinger
Attorney for Plaintiff

Gilbert H. T. Banghof
By H.O.L. Attorney for Defendant,

Continental Carbon & Ribbon Supply, Printers
19 Park Place, New York, N. Y.

DISBURSEMENTS FOR JUNE BY WEEKS.

		Total
June 7th		
Pay Roll	$4935.68	
Accounts Payable	26390.14	
Notes Payable C.U.T.	15000.00	
Show Losses	6758.79	
Notes Shubert	2000.00	
Misc.	50.00	55134.61
June 14th		
Pay Roll	$3608.10	
Accounts Payable	7428.38	
Notes Payable C.U.T.	15000.00	
Show Losses	2200.00	
Misc.	2500.00	
Notes Scenario	750.00	
Epping	250.00	31736.48
June 21st		
Pay Roll	$4180.19	
Accounts Payable	18688.24	
Notes Payable C.U.T.	15000.00	
Show Losses	2107.76	39976.19
June 28th		
Pay Roll	$4178.23	
Accounts Payable	14144.82	
Show losses	2500.00	
Notes Scenario	750.00	
Misc.	804.63	
		22377.68

TOTAL. 149224.96

TRIAL BALANCE JUNE 30th 1934.

Land	$500,000.00	
Land Improvement	88,038.15	
Basement	16,200.00	
Building & Appurtenances	528,267.71	
Lumber	7,493.50	
Misc. Equipment & Instal.	110,078.57	
" " Portable	40,720.48	
Machinery	36,138.82	
Projection Machines	7,604.00	
Misc. Equip.	17,491.40	
Still Photo Equip.	6,561.25	
Tank	4,500.00	
Sprinkler System	49,115.92	
Automobiles and Truck	24,866.93	
Horses & Wagons etc.	1,200.00	
Furniture & Fixtures	9,420.75	
Props	120,000.00	
Wardrobe	23,000.00	
Scenery	15,000.00	
Contracts with Stars	250,000.00	
Equity in films	330,000.00	
Goodwill	222,863.83	
Investments	35,000.00	
Laboratory Expense	115,828.39	
Laboratory Revenue		111,623.61
Film Stock	2,144.30	
Scenario	45,600.00	
Studio Restaurant	3,192.27	
Misc. Expense	17,154.21	
Exploitation Cost Expense	410,275.61	
" " Salaries	326,750.20	
Production Cost Expense	995,575.86	
" " Salaries	1,551,989.70	
" " Finished	1.00	
Reserve for depreciation		2,539,266.41
Federal Taxes		5,000.00
Accounts Receivable	17,856.96	
Release Prints	465,258.24	
Cash	15,279.94	
Contingent Fund	1,343.00	
Theatre " "		957.02
Pay Roll		28,400.00

Continued.

Petty Cash	$250.00	
Reserve for Contingencies		$27,500.00
Capital Stock		2,500,000.00
Stock subscription		1,063,199.75
Mortgages on Real Estate		127,500.00
Unpaid installment on Easement		1,800.00
Notes Payable		709,000.00
Accounts Payable		254,920.50
" " U-S		515.91
D. W. Griffith		109,526.13
Profit & Loss Surplus	688,797.92	
" " Current	1,382.56	
Proceeds from Expl.Orphans	81,402.58 -	
" Exciting Night	175,443.04 -	
" White Rose	47,322.36 -	
" America	157,003.89 -	
Production Income		450,517.08
Advances from distributors		164,854.77
Interest	23,618.81	
Village Taxes	2,291.94	
Revenue Stamps	769.25	
Special Commisions Pay.	4,548.76	
Non-production Expense	30,412.90	
Incorporation Expense	44,091.67 -	
Insurance Premium	38,010.49 -	
Deferred Charges	50,000.00 -	
Accrued Suspense	15,653.16 -	
Cash Surrender Val.Life	18,485.75 -	
Special Loans		1,250.00
	7,815,431.18	7,815,431.18

D.W. GRIFFITH, INCORPORATED
LIST OF ACCOUNTS PAYABLE IN JULY 1934.

DATE DUE		AMOUNT DUE	AMOUNT WITHHELD	AMOUNT PAID
First Week				
June 29	Eaves Costume Co.	500.00		500.00
" 29	Consolidated Film Ind. Inc.	8083.00	4000.00	4083.00
" 30	Mme. Lissette	500.00		500.00
" 30	M.C. Newcomb	2249.74	1000.00	1249.74
" 30	Capehart-Carey Corp.	8438.36	4000.00	4438.36
" 30	Motion Picture News.	320.00		320.00
" 30	A. Leiser & Co. Inc.	426.77		426.77
July 1	Eaves Costume Co.	7500.00	4500.00	3000.00
" 1	Gascoigne Reid & Co.,	3814.26		3814.26
" 2	Capehart Carey Corp	4280.51	2000.00	2280.51
" 3	Rhodia Chemical Co.	171.50		171.50
" 5	Blue Bird Taxi Cab Co.	954.00		954.00
" 5	A. Stobie	251.50		251.50
				$19998.53
	Central Union Trust Co.			15000.00
	Theatre Losses			3500.00
				38498.53
Second Week.				
July 6	John A. Eckert & Co.	810.11		810.11
" 6	Ginsburg & Levy	397.25		397.25
" 7	Eaves Costume Co.	1000.00		1000.00
" 8	Blue Bird Taxi Cab Co.	500.00		500.00
" 9	State Poster Co. Inc.	1900.00		1900.00
" 10	Howard R. Ware Corp.	527.87		527.87
" 11	Sam S. & Lee Shubert Inc.	2000.00		2000.00
" 11	Commanday-Roth Co.	750.00		750.00
" 12	E.K. Ortiz.	500.00		500.00
		8385.23		8385.23
	Central Union Trust Co.			15000.00
	" " " " Interest P. Powers			3033.33
	Miscellaneous Cash Disbursements			2452.34
				28870.90
Third Week.				
July 13	New Rochelle Glass Co.	172.40		172.40
13	Geo. W. Roebling Inc.	900.00		900.00
13	Sweeney Lith. Co. Inc.	164.00		164.00
13	First National Bank	2000.00	1000.00	1000.00
13	Tunnell Advertising Co.	400.00		400.00
13	Political News	150.00		150.00
13	Precision Machine Co. Inc.	121.20		121.20
14	DiSalvo Bros.	1700.00	850.00	850.00
15	Strauss & Co.	374.45		374.45
15	Hipners Co.	2703.80	1000.00	1703.80
16	R.M. Whitman	750.00		750.00
19	Hoffman & Sons	200.00		200.00
		9635.85	2850.00	6785.85
	Central Union Trust Co.			15000.00
	Miscellaneous Cash Expense			3500.00
				25285.85

Fourth Week

July	20.	G. Gennert Inc.	101.56		101.56
"	21	Gaschart Garay	4700.00	3000.00	8700.00
"	21	Exhibitors Trade Review	250.19		250.19
"	22	F.A. Lawler	187.25		187.25
"	22	Bauman & Co.	114.00		114.00
"	24	John L.E. Pell	750.00		750.00
"	24	J.E. Brulatour Inc.	5100.35	1000.00	6100.35
"	25	Singer Ring & Weinstein	50.00		50.00
"	25	Albert & Sons	150.00		150.00
"	25	Shultz Bread Co.	242.23		242.23
"	26	John J. Lesby Electric Supply Co.	682.15		682.15
			10389.91	4000.00	7389.91
		Central Union Trust Co.			15000.00
		Miscellaneous Cash Expenses			3500.00
					25889.91

Fifth Week

July	30	J.E. Brulatour Inc.	2066.86	2066.86
"	30	Stern Brothers	100.00	100.00
"	30	J.A. Wahlstedt Lumber & Coal Co.	1000.00	1000.00
"	30	Hepners Co.	1300.00	1300.00
"	30			4467.86

D.W. Griffith Inc.

List of Accounts Payable in July 1924

Date Due		Amount Due	Amount Received	Amount Paid	
First Week					
June	27	500		500	Eaves Costume Co.
"	27	5853	5000	5853	Consolidated Film Ind. Inc.
"	30	200		200	Ben Lennett
"	30	2,000.00	1000	1,000.00	N.Y. Mercantile
"	30	5,638.36	5000	638.36	Capital Cartage Corp.
"	30	320		320	Hodges Victor Theatre
"	30	426.77		426.77	A. Gisserot & Sons
July	1	5000	5000	5000	Eaves Costume Co.
"	1	351.26		351.26	Hanscom Reid & Co.
"	2	4,589.31	2000	4,589.31	Capital Cartage Corp.
"	3	171.50		171.50	Clodia Chemical Co.
"	5	954.09		954.09	Blue Bird Taxicab Co.
"	5	251.50		251.50	A. Slobie
				21998.53	
				15000	Central Union Trust Co.
				3500	State Loans
				40498.53	

Second Week

July	6	810.11	810.11	John G Eckert & Co.
"	6	397.25	397.25	Ginsburg & Levy
"	7	1000	1000	Eaves Costume Co.
"	8	500	500	Blue Bird Taxicab Co.
"	9	1900	1900	State Poster Co. Inc.
"	10	527.87	527.87	Howard S Ware Corp.
"	11	2000	2000	Sam S & Lee Shubert, Inc.
"	11	750	750	Commanday Roth Co.
"	12	500	500	E K Doty.
		8385.23	8385.23	
			15000	Central Union Trust Co.
			3033.33	" " " " Interest P. Power
			2452.34	Miscellaneous Cash Disbursements
			28870.90	
			40498.53	
			25285.85	
			25889.51	
			4467.85	
			125012.64	

D. W. Griffith Inc

List of Acceptances ~~[illegible]~~ July 1924

Date Due		Amount Due	Amount Returned	Amount Paid
Third Week				
July 13	New Orleans Film Co.	172 40		172 40
13	Geo W Coebling Inc.	900 —		900 —
13	Sunny Film Co Inc	100 —		100 —
13	First National Bank	2000 —	1000 —	1000 —
13	Tannell Laboratory Co	400 —		400 —
13	Political News	150 —		150 —
13	Precision Machine Co.	121 20		121 20
14	Dingalow Bros.	1700 —	850 —	850 —
14	Monroe & Co	37 045		37 045
15	Hepner Company	2 703 50	1000 —	1 703 50
16	R M Wittman	950 —		950 —
19	Hoffman & Lee	200 —		200 —
		9 635 85	2850 —	6 785 85
	Central Union Trust Co.			15 000 —
	Miscellaneous Cash Expense			3 500 —
				25 285 85
Fourth Week				
July 20	G. Gennert Inc	101 36		101 36
" 21	Capitol Carey	4790 —	2000 —	2790 —
" 21	Exhibitors Trade Review	250 19		250 19
" 23	F. A. Lawlor	157 25		157 25
" 23	Bauman & Co.	116 00		116 —
" 24	John L. E. Pell	750 —		750 —
" 24	J. E. Brulatour Inc	3100 33	1000 —	2100 33
" 25	Menger Ling & Weinstein	50 —		50 —
" 25	Albert & Son	150 —		150 —
" 25	Shults Bread Co.	242 23		242 23
" 26	John J. Leahy Electric Supply Co.	682 15		682 15
		10389 51	3000 —	7389 51
	Central Union Trust Co.			15 000 —
	Miscellaneous Cash Expenses			3 500 —
				25 889 51
Fifth Week				
July 30	J. E. Brulatour Inc	2066 86		2066 86
30	Stern Brothers	100 99		100 99
30	J. A. Mahlstedt Lumber Coal Co.	1000 —		1000 —
30	Hepner Co.	1300 —		1300 —
				4467 85

TELEPHONE BRYANT 9221

RUBY CAMERA EXCHANGE

IRVING B. RUBINSTEIN, MGR.

727 SEVENTH AVENUE

NEW YORK CITY

EQUIPPED TO MAKE MOTION PICTURES OF ANYTHING : ANYTIME ANYWHERE

CAMERAMEN, CAMERAS, ARTIST CAMERAS AND LIGHTING EQUIPMENT FURNISHED ON SHORT NOTICE

BOUGHT, SOLD, EXCHANGED CAMERAS, LIGHTS AND PROJECTORS

COMMERCIAL AND INDUSTRIAL CONTRACTS CAREFULLY EXECUTED

August 1st, 1934

Mr. Albert H. T. Banzhaf
130 West 42nd Street,
New York City.

Dear sir:-

Regarding the claim of $ 125.00 in Ferrar vs Griffith, please be advised that you have not given this matter the attention that you promised the writer.

At first it was to be taken up with Mamaroneck, then the New York office, then back to Mamaroneck. I asked you not to use these methods on me, that I was familiar with this method of "stalling"

This claim is over a year old, for the rental of a camera, and I was kind enough to show you all the correspondence, evin a verification of rental that I got from Mr. Godwin.

I will wait exactly five more days and if I do not get any satisfaction at that time, I shall seek redress through other channels.

Surely, we have given you every chance, and all future inconvenience will be brought about at your own invitation.

Very truly yours,

I. B. Rubinstein

IBR/R

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

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August 1st
1924

Albert A. Grey, Esq.,
c/o D. W. Griffith Inc.,
1478 Broadway, New York City

Dear Mr. Grey: RE: IVOR NOVELLO

We have received no reply to our communication addressed to you under date of July 18th. We should like to hear from you on or before August 6th before taking such further action in the premises as we may deem necessary.

Yours very truly,

CJA.AWB

Kohlman & Austrian

MANAGER
ESTATES
BUSINESS PROPERTY
APARTMENT HOUSES
RENTING

F. A. FRIEND
REAL ESTATE

11-13 North Ave., New Rochelle, N. Y.
Telephone 7119

INSURANCE
APPRAISER
RENTS COLLECTED
MORTGAGE LOANS
HOMES

August 2, 1924.

Mr. Albert H. T. Banzhaf,
130 West 42d Street,
New York City.

Dear Sir:-

I have a client who is interested in an estate at Orienta Point, but the place I have shown him is too small for his requirements.

I understand that the D. W. Griffith place is on the market, and I have been advised to write to you for full particulars.

Will you kindly send me all details in connection with the sale or lease of this property, and also if it can be seen by appointment?

Awaiting your reply with interest, I am

Yours very truly,

F. A. Friend

FAF:L

COPY

REPORT - ENGLAND - WEEK ENDED AUG. 2, 1924

ALLIED ARTISTS CORPORATION, Ltd.
60-62 Harbour Street
LONDON, W. 1, ENGLAND

August 8, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended July 25th amounted to £820.11. 2
" " " " " " Aug. 2nd amounted to £864.19. 9

4. The total business from each of the branches for the week just ended amounted to:

Birmingham	£517.10. 0
Cardiff	541. 8. 0
Glasgow	582.10. 0
Leeds	nil
Liverpool	210.10. 0
London	1354.10. 0
Manchester	170. 0. 0
Newcastle	200. 0. 0
Ireland	87.10. 0
	£3663.18.0

Cash collections for the week amounted to £2937. 3.11

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. T. RANSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

August 2nd 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative
Fall Of Babylon		6645		
Mother & The Law		29037		
Birth Of A Nation		134		
One Exciting Night		60		
	0	35876	0	0

Eastman Stock 134
Agfa 35742 Mem.

D.W. GRIFFITH INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING AUGUST [illegible], 1924.

BALANCE ON HAND JULY 26TH, 1924		393.12	
CASH RECEIVED			
United Artists Corp.	15000.00		
(Paid Direct to C.U.T.Co.)			
D.W. Griffith	4000.00		
Sundries	275.00		
Read Show AMERICA	1548.14		
Empire Trust Co.	3830.00	24653.14	
Total Cash			25046.26
CASH DISBURSEMENTS			
J.W. Brilstour	1066.66		
Stern Brothers	109.99		
J.A. Mahlsted Lumber & Coal Co.	500.00		
Hepners	650.00		
Hayes Costume Co.	2479.75		
" " "	500.00		
Sweeney Litho. Co.	164.74		
Central Union Trust Co.	15000.00		
		20471.34	
SUNDRIES			
First National Bank	200.00		
Miscellaneous Show Bills	254.31		
C. J. Briel	100.00		
H.C. Miner Litho Co.	327.20		
Fulton Brylawski	14.00		
Interocean Forwarding Co.	318.57		
C.M. Conway	120.10		
Commandwy Roth Inc.	7.54		
Max Reise	66.00		
Eureka Music Printing Press	425.00		
		1832.72	
PAYMENTS MADE ON U-S COVERED TRANSFER FROM EMPIRE TRUST CO.			
J.C. Epping (Cable Transfer)		2330.00	
Total Disbursements			24634.06
Balance on Hand			412.20

UNRELATED CLIPPINGS OF 8/3/24

NOT FILMED.

TELEPHONE
VANDERBILT 3700

BRANDT & KIRKPATRICK
101 PARK AVENUE
NEW YORK Aug.4,1924

Mr. Anthony Paul Kelly,
16 West 54th Street,
New York City.

Dear Mr. Kelly:

I am enclosing the motion picture agreement on The Little Fraulein And the Big World duly executed by I.A.R. Wylie which has just come over from our English associate.

Very truly yours,

Lucia Worthington

LW:AS

New Iberia, La.
August 4, 1914

Dear Mr Grigorle —

To the point! I am under somewhat an obligation to some friends of mine who have always lived in Paris and who have good homes there. They saw your picture there and my place in it and have written me the enclosed letter.

Mrs Riker wants me to send you the photograph after seven year old daughter who was born in New Orleans and raised in Paris, on account of her resemblance to this girl.

2.

I hope that you will understand my position in the matter and naturally not mention the lettered letter in your reply to her as to the availability or unavailability of the girl. I may say that her letter and it seems to be a clear case. She will send you the photograph direct and your secretary may address a reply to the address on the letter which I should be obliged if you would have him return to me.

The old place is more than when you saw it what with ladyes and statues and things and is awaiting a visit from you whenever you may come this way. With all remembrances

Very sincerely yours

Walter Hall

Dear Mr Griffith:

By the point! I am under somewhat of an obligation to some friends of mine who have always lived in Paris and who were good to me there. They saw your picture there and my place in it, and have written me the enclosed letter.

Mrs Pike wants me to send you the photograph of her seven year old daughter, who was born in New Orleans and raised in Paris, on account of her resemblance to Miss Pike.

I hope that you will understand my position in the matter, and naturally not mention the enclosed letter in your reply to her as to the availability or unavailability of the girl. I may say that her acting ability seems to be above par. She will send you the photograph direct, and your secretary may address a reply to the address on the letter, which I would be obliged if you would have him return to me.

The old place is nicer than when you saw it--what with hedges and statues and things--and is awaiting a visit from you whenever you may come this way.

With all remembrances,

Ever faithfully yours,

Weeks Hall.

ACREAGE
ESTATES
COUNTRY SEATS
FARMS

TELEPHONE 1188

WILLIAM G. BARRETT
WESTCHESTER COUNTY REAL ESTATE
178-180 MARTINE AVENUE
WHITE PLAINS N. Y.

LOTS
PLOTS
HOMES
BUNGALOWS

August 4, 1914.

Mr. D. W. Griffith,
1476 Broadway,
New York City

Attention of Mr. Gray

Dear Mr. Griffith:

I have heard that your property at Orienta Point may be for sale. If so, I would be glad to have a memorandum of your price and terms, and a brief description of the property.

I have a wealthy client looking for shore front property, in fact just about such a point as this, whom I think I may be able to interest in it.

If you wish any references, I will be glad to have you communicate with Mr. G. W. Burton, Supervisor of Mamaroneck, Larchmont, N. Y., or Mr. R. G. Brewer of the First National Bank, Mamaroneck, N.Y.

I will appreciate an early reply.

Sincerely,

William G. Barrett

MORRIS P. SCHAFFER
COUNSELLOR AT LAW
1494 BROADWAY
NEW YORK
TELEPHONE BRYANT 4[illegible]

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August 4, 1924.

Rogers Service Corps v. Griffith (S 15984)

Sanshaf, Pembleton & Littick, Esqs.,
150 West 42nd St.,
New York City.

Gentlemen:

Unless I am in receipt of a check for $407.50 by return mail my client will look to the defendant for payment of the full amount due with interest and costs, less the sum of $407.50 paid on account.

Yours very truly,

Morris Schaffer

M/O

D. W. GRIFFITH, INC.,

-to-

PATRICK A. POWERS

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That D. W. Griffith, Incorporated, a Maryland corporation, having an office at 1476 Broadway, in the City, County and State of New York, for value received, has bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer unto PATRICK A. POWERS, of 723 Seventh Avenue, City County and State of New York, certificate No. 9 for 300 shares of the preferred stock of United Artists Corporation, a Delaware corporation, standing in its name on the books of the said United Artists Corporation, and does hereby constitute and appoint

its true and lawful Attorney for and in its name and stead and to his own use, to sell, assign, transfer and set over all or any part of said Stock, and for that purpose to make and execute all necessary acts of Assignment and Transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that its said Attorney or substitute or substitutes shall lawfully do by virtue hereof.

This assignment is subject, however, to prior rights of First National Bank of Mamaroneck, Mamaroneck, New York, in and to the shares of stock herein transferred, and heretofore pledged with said First National Bank of Mamaroneck as security for a loan made by said Bank to the undersigned, and is also subject to assignment executed and delivered by the undersigned to Central Union Trust Company of New York under date of the day of August, 1924.

This assignment is made pursuant to and in accordance with the terms of a certain agreement entered into by and between D. W. Griffith, D. W. Griffith, Incorporated, and Patrick A. Powers under date of January 25th 1924.

IN WITNESS WHEREOF, said D. W. Griffith, Incorporated, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, this day of August, 1984.

D. W. GRIFFITH, INCORPORATED,

ATTEST:

Secretary

By

Vice-President

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by PATRICK A. POWERS, of #723 Seventh Avenue, Boro of Manhattan City and State of New York, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the said Patrick A. Powers, the negatives and positive prints of the feature photoplays entitled "BROKEN BLOSSOMS" and "LOVE FLOWER", also all moneys due or to become due on account of any contracts, agreements or leases now or hereafter to be made for the leasing, sale, distribution and/or exhibition of any and all of said photoplays now had or hereafter to be had with any person, firm or Corporation in the United States, its possessions and/or any foreign country.

And the undersigned further agrees to forthwith deliver the negatives and prints of said photoplays to said PATRICK A. POWERS at its storage compartment #1 in the fireproof concrete vault situated on the studio premises of the undersigned at Mamaroneck, New York.

The undersigned further agrees that it will forthwith mark or cause to be marked the ledgers and/or any other books of account or records wherein reference is made to the photoplays "BROKEN BLOSSOMS" and "LOVE FLOWER" or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof a statement in substance as follows:

> The negative and films of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof and the proceeds and all moneys received or to be received therefrom are the property of PATRICK A. POWERS under an agreement made and entered into by and between D.W.Griffith, D.W.Griffith Incorporated and Patrick A.

Powers, dated January 25th 1924."

The undersigned further agrees that this assignment is subject to all the terms and conditions of the agreement heretofore entered into by and between D.W.GRIFFITH, D.W. GRIFFITH, INCORPORATED and PATRICK A. POWERS, dated January 25th ,1924, which said agreement is still in full force and effect and this assignment is made a part thereof, the same as though this supplemental assignment had been entered into, executed and delivered at the time of the execution and delivery of the aforesaid agreement.

This assignment is also subject to an assignment of the feature photoplays "BROKEN BLOSSOMS" and "LOVE FLOWER" made by the undersigned to CENTRAL UNION TRUST COMPANY OF NEW YORK, executed and delivered on or about the 23rd day of July ~~xxx~~, 1924.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 4th day of ~~July~~ August, 1924.

D.W.GRIFFITH, INCORPORATED.

By Albert L. Grey
Vice-President.

(Seal)

ATTEST:

Albert D. V. Barnsley

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss.:

On this [illegible] day of ~~July~~ [illegible], 1924, before me personally came ALBERT L. GREY, to me personally known, who being by me duly sworn, did depose and say: That he resides in ~~Larchmx~~ New Rochelle, County of Westchester, State of New York; that he is the Vice-President of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

(Seal)

Robert Chetta

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 253
New York County Register's No. 6310
Commission expires March 30, 1926

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1/1/AT

Office of Secretary,
130 East 42nd St.
New York City.

August 8th 1924.

United Artists Corporation,
729 Seventh Avenue,
New York City. Attention Mr. Cleary.

Gentlemen:

This is to inform you that we have assigned to Patrick A. Powers under date of August 4th 1924 the photoplays "BROKEN BLOSSOMS" and "LOVE FLOWER", copy of which assignment is herewith enclosed for your information.

Will you kindly send Mr. Powers at your early convenience a letter as per enclosure, also sending the writer a copy thereof for his files.

Thanking you for your courtesy and attention in the matter, we remain

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

198A

August 5th 1926.

Mr. Patrick A. Powers,
783 Seventh Ave.,
New York City.

Dear Mr. Powers:

I enclose original assignment under date of August 4th 1924 duly executed by D.W.GRIFFITH, INC. assigning to you the pictures "BROKEN BLOSSOMS" and "LOVE FLOWER", in accordance with your request of July 22nd.

We are informing the United Artists Corporation of this assignment and you will receive an acknowledgment of instructions from them in the course of the next few days.

Very truly yours,

R/GDM

MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Grey

From G. M. Conway

Date Aug. 5, 1924.

Time

Reply to

This man would like to have the details of the studio property and also card of admission to inspect same. Says he has one very wealthy client whose wife is anxious to get a place situated on a point like the studio and he also has a few otherinterested in such a place. Wants me to write him the details if possible to-night.

Please make all replies on back of this memorandum.

Form 11 P.

Barrett

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D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Bunshaf

From A. E. Grey.

Date Aug. 5, 1924.

Time

Reply to

Dear Mr. Bunshaf:

Inasmuch as you have been handling this and are closer to all the data than I am I would suggest that you follow it up. I think I would quote him a price of $600,000 as if his man has money as he claims and wants such property that would be a reasonable price.

Please make all replies on back of this memorandum.

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August 8th 1936.

Mr. William . Barrett,
117 Martini Avenue,
White Plains, New York.

Dear Sir:

With relation to your favor of the 4th inst. addressed to Mr. D.W.Griffith, I wish to advise that the Griffith Studio at Orients Point consists of some 20½ acres within the stone wall and some 30 acres under water. The asking price for this property is $750,000. If you will have your clients make a substantial offer for this property I shall be glad to submit it to the Board of Directors of the Griffith Company for their consideration.

Any further information you may desire I shall be glad to give you upon your request therefor.

Very truly yours,

R/GDM

August 5th 1924.

Mr. William J. Barrett,
119 Martini Avenue,
White Plains, New York.

Dear Sir:

If you will present this letter at the Griffith Studio at Orienta Point, Mamaroneck, you will be permitted to inspect, together with your clients, the property at that place.

Very truly yours,

R/G DM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

August 6th 1924.

Mr. F.A. Friend,
11-15 North Avenue,
New Rochelle, New York.

Dear Sir:

In reply to your favor of the 2nd inst., I beg to advise that if you will submit on behalf of your clients an offer for the Studio property, consisting of a parcel of 28 acres, together with the land under water adjacent thereto, approximately 30 additional acres, I will be glad to submit the same to the Executive Board of the Griffith Company for their consideration.

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
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August 6th 1934.

Mr. Lloyd Wright,
Currier Building,
Los Angeles, Calif.

Dear Mr. Wright:

Thank you for your letter of report of the 24th ult. relative to the showing of "AMERICA" at the B & H Circle.

I fully appreciate your stand in this matter and realize that a lawyer must necessarily be governed by the facts as he finds them and that one cannot always do as one would like to do. We are sure that your procedure will be justified in the end.

With kindest regards and best wishes, I remain

Very truly yours,

AHTB/GDM

August 8th 1928.

Kohlsman & Austrian, Esqs.,
27 Cedar Street,
New York City.

In re: IVOR NOVELLO.

Gentlemen:

Your favor of the 1st inst. addressed to Mr. Gray has been forwarded to me for reply. His office advises that they cannot find the letter which you sent to them under date of July 16th. Would you be good enough to send me a copy of this letter in order that I may be informed of the contents thereof?

Upon receipt of this letter I will take the matter up further with you.

Thanking you for your courtesy, I remain

Very truly yours,

AHTB/GDM

MUSEUM OF MODERN ART FILM LIBRARY

Mr Bangher

97 Ad

August 5, 1924.

In reply please
refer to 8/5/24 LCS

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, we are sending statement showing Total Sales and actual Cash Collections on D. W. Griffith's AMERICA for the week ending July 26, 1924.

A M E R I C A

Sales $21,825.00

Collections ..... 5,038.75 (actual)

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

LCS:AP

D. W. GRIFFITH COLLECTION
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KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

~~105~~
171

August 6th, 1924.

Albert H. T. Banshaf, Esq.,
Bush Terminal Building,
130 West 42nd Street,
New York City.

RE: IVOR NOVELLO

Dear Sir:-

Replying to your communication of the 5th inst. we enclose herewith copy of our letter to Mr. Grey of July 18th. Will you please take this matter up with us at your earliest convenience.

Yours very truly,

Kohlman & Austrian

CJA.JA
Enc.1.

102

United Artists Corporation
2540 Broadway
New York

Office of General Manager

August 6th
19 24

Mr. Arthur M. T. Sanshaf
130 West 42nd Street
New York City

Dear Mr. Sanshaf:

We have received the following cable from Mr. Smith in Paris:

> WORLD INTERNATIONAL FILM OFFICE AMSTERDAM WHO BOUGHT EAST 1922 FOR HOLLAND AND DUTCH EAST INDIES CLAIM U.A.C. NOW EXPLOITING FILM JAVA IN VIOLATION OF THEIR CONTRACT AM WRITING YOU THIS MAIL.

We want to have something definite on this matter so as to avoid any further complications and wish you would advise us whether we should sell this picture in Java or not.

Very truly yours,

UNITED ARTISTS CORPORATION

Montford S. Steele

Foreign Sales Manager

MSS:P

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] WARDOUR STREET
LONDON, W.1

August 6, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

The import duty on film was yesterday taken off so we immediately took out of bond all the prints on DOROTHY VERNON OF HADDON HALL, thus effecting a saving of approximately £750.

From now onwards all prints and negatives can enter the country, duty free.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
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129

August 6th 1924.

Office of Secretary,
130 W. 42nd St.
New York City.

Oliver Ditson Company,
178 Tremont Street,
Boston, Mass.

Mr. C.A.Woolman.

Gentlemen:

Your favor of the 30th inst., together with letter under same date in duplicate signed by you in relation to permitting us to use the composition entitled "AT DAWNING" by Cadman, has just been received by the writer. The delay has been due to the fact that you had addressed your letter to Orienta Point, Mamaroneck, New York, the Studio of the Corporation, from which place the same had to be forwarded to the writer at 130 West 42nd Street, N.Y.C.

We are returning herewith letter of permission together with the duplicate original thereof since through a typographical error in Paragraph second thereof there was omitted the following:

"And that no such score shall be used in any event in connection"

We are also enclosing form of letter which we would request you to kindly execute in duplicate and send on to us in place of the return letters herewith.

Due to vacations our stenographic force is at the present time unduly rushed and we have therefore not been able to date to comply with your req uest for copy of General Release. The same, however, will be copied within the course of the next few days and will be sent to you.

Very truly yours,

D.W.GRIFFITH INCORPORATED.

By_____

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM STUDIES

188

August 7th 1924.

Mr. D.W.Griffith,
Bristol Hotel,
Berlin, Germany.

Dear Mr. Griffith:

Relative to the premature publication of the Famous-Players contract, I want to say that this occurred by reason of the fact that Mr. Ludvig of the Famous Players was insistent upon their giving out a statement to the press because of the great many requests Mr. Zukor was having from the trade papers regarding your connection with the Famous Players. Mr. Zukor, therefore, sent over a statement to Mr. Frey which was read to me over the telephone and in which I concurred.

As previously stated to you, it would be absolutely impossible to keep this from becoming public owing to the number of hands through whom your contract would necessarily have to pass. To cite one instance--while I was in discussion with the Central Union Trust Company's lawyer relative to obtaining Patrick A. Powers' approval of your contract, I asked the lawyer to state to Mr. Powers that we requested this matter to be kept secret. Mr. Powers, however, stated that he had just returned from the Coast where he had heard all about it and if it came out publicly he did not want to be accused of having passed the information along.

Purposely, I stayed away from the United Artists

Corporation until a Directors' Meeting was called to pass upon a loan which became due arising out of the Associated Authors' contract. At this meeting the Directors tried to get me to commit myself regarding the Famous Players contract. All I could do was to tell them that I had nothing to say. It was after this meeting, and after we had obtained a first payment on the loan from the Empire Trust Company that I told Capt. O'Brien the facts. Mr. O'Brien stated that he was practically aware of the facts, having heard of the same from Mr. Cleary, who in turn had received the information from Mr. Kane, the head salesman of the Famous Players. It was not until after the Famous Players' statement was published that O'Brien gave notice that the United Artists considered you under contract with them, pursuant to the terms of the publicity statement of March 28th. I had an interview with Mr. Abrams, after the publication of the Famous Players' statement and he advised me that he had cabled Fairbanks two or three weeks prior thereto, (Abrams having apparently learned of the contract through underground channels) the fact that you had signed with Famous Players and that Fairbanks cabled they considered the publicity statement as a contract and would hold you thereto.

On the Fairbanks' return, they held a meeting at the Ritz-Carlton, to which I was invited, and which I attended. There were present Mr. and Mrs. Fairbanks, Capt. O'Brien, Mr. Abrams, Robert Fairbanks, Mr. Kelly (Mr. Chaplin's representative), Mrs. Pickford and Mr. Cleary, all of whom contended

that the publicity notice was intended to be a renewal of the contract and they so interpreted it. I stated to them that such was not your, Mr. Grey's nor my understanding, which was that this statement was given out for publicity purposes only, that it was an expression of the intention of the parties only; that it was given to the press solely for the purpose of stopping the rumors which were abroad at that time that both Doug and Mary were leaving the United Artists and going to make other arrangements; and also for the purpose of stopping the rumors regarding the alleged dissatisfaction of the United Artists with Mr. Abrams. I further stated to them that when you asked me at the time of signing whether the statement was a contract, that I said "No. It is for publicity purposes only."

It seems that they are as sincere in their belief that this press notice is a contract as we are, that it is not, and they are now working on the assumption that they can get you to see it from their point of view.

I have tried to handle this delicate situation as carefully as possible for the reason that if we became too insistent on our position they, the United Artists Company, would cease making advances on your pictures before the played and earned dates, as they have the legal right to do. You will remember that it was at the March meeting at which this publicity statement was handed out that the United Artists was authorized to borrow $300,000. in order that it might have sufficient cash on hand to continue to advance funds to you against your equities.

If the United Artists should now discontinue these payments of $15,000. weekly to the Bank and hold up other payments to creditors, the Bank and Powers would from a pure business point of view be compelled to take over the affairs of the Griffith Company, which, of course would be fatal.

On the other hand, our contract with the Famous Players is such that in the event that you are for any reason unable to perform the terms of your contract, that during the time of your inability to perform, the same shall be suspended until such impediment be removed, and under this interpretation Ludwig is continuing to make the advances on your present picture and will continue so to do until the $250,000. is drawn in full.

The final decision as to what steps you desire to take in this matter, of course, will rest with you. I firmly believe that in an action we could have this publicity notice construed according to our contention as not being a contract. On the other hand, if you want to treat it as a contract, it is quite apparent that the Famous Players will either cancel their contract or "stand by" pursuant to the terms thereof until the completion of your alleged contract of three years with the United Artists.

If they refused to do this they could hold you and the Company liable for damages, but since the damages are speculative it is quite likely that they would not attempt litigation under the circumstances. Neither do I believe that the United Artists would attempt litigation in the event that you determine to go ahead with the Famous Players, for the reason that I doubt if any

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Court would give them injunctive relief, viz: restrain you from making pictures for the Famous Players in view of our contention that this statement was signed by you as an individual and was given out, according to our understanding, for publicity purposes only.

After the event, one can readily see that it was a mistake to sign this publicity statement even though it was intended only for publicity purposes, yet given the situation over again--the United Artists Corporation beset on all sides by false rumors regarding its breaking up--Abrams ready to leave at a moment's notice--the Central Union Trust Company and P.A.Powers asking explanations of all the reports concerning the breaking up of the United Artists--the prospective "AMERICA" road-show companies hanging by a thread in the balance--we all firmly believing at that time in their undoubted success (which, if they had been, would have answered all your financial problems)--would we not for the general welfare again give out an equally strong statement? (It is not material whether the statement were signed or not).

My mistake was not in advising you to sign the publicity statement, neither was it in advising you that it was not a legal contract--I did give my views about the moral aspect, much to the disgust of Mr. Grey and Mr. Epping--but the mistake was in not first advising the United Artists of your intention of signing the Famous Players contract. Such procedure would have taken away all the animosity which has been created by a

misunderstanding of the facts and would have convinced them of our good faith. However, this is no time for alibis.

We could bring an action against the United Artists Corporation, asking for a judicial determination of the effect of the signed publicity statement or you can advise the Famous Players that I gave you incorrect advice regarding its legality and that you feel you must first complete the alleged contract before starting on the Famous Players contract.

Whether the Famous Players would want to hold you to their contract after completing this alleged contract with United Artists, I would not at this time venture to guess, but I feel reasonably sure that they would not attempt legal action, since their damages for breach are highly speculative and of no practical value, as already stated.

On the other hand, neither in my belief, would the United Artists want to litigate this matter but in their case we may be compelled to take the initiative in order to have the case decided before actually entering the employment of Famous Players. It is well to remember that you still have very valuable interests in the United Artists Corporation and that it is to your great advantage to have them continue.

This letter I am asking Mr. Aitken to hand to you so that you may have the facts before you before talking with Abrams as I know he is makanghthe trip chiefly for the purpose of talking to you about this matter.

Very truly yours,

AHTB:GDM

Not used

Mr. Bannhaf, Secretary of the United Artists Corporation, and attorney for Mr. Griffith, stated that Mr. Griffith has always in the past and will in the future scrupulously recognize and perform his contracts, whether written or verbal.

"The question of the purport of the publicity statement will be decided in due course by the parties directly involved, since the public is only interested in the productions of the artists and not in their differences of opinion regarding their contractual relations. Mr. Griffith regards his associates too highly to question the sincerity of their opinions and I am equally certain that they have the same high regard of Mr. Griffith.

Such internal differences can have no effect on the United Artists Corporation since this Company has had, under Mr. Abrams' splendid management, phenomenal success since its incorporation and this is the banner of all banner years. The United Artists Corporation has built invaluable assets in the picture industry and will continue so to build, irrespective of any temporary change of policy on the part of any of its independent producers. The Griffith Company owns a one-quarter interest in the United Artists Corporation and will continue to hold its interest therein and again release its productions through said Corporation."

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ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. HARRIGAN
H. L. MALEVINSKY
ARTHUR E. BRISSELL
JOSEPH W. MARRAUTH
RICHARD J. MAGRAY
ARTHUR N. WALSH
EDWARD S. RAFTERY

IN RE

August 7th, 1924

Mr. Albert H. F. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I am considerably exercised over the status of the Famous Players-Griffith's alleged contract, and a letter that I have received from Mr. Ludvigh, in which he invites us to commence action.

Personally and confidentially I had been led to believe by you that Mr. Griffith ~~will~~ would postpone the Famous-Players contract until the end of the three year contract with the United Artists. I think there is great danger in this situation to all concerned, because it may affect friendships and business associations that may result unhappily. Personally I never like to be connected with anything in this way. My own personal view is that we ought to bring suit on behalf of United Artists against Griffith and Famous Players and have this question decided. In other words, have a show-down on it right now. If we conclude to bring such a suit are you authorized to accept service for Mr. Griffith? I should like to know just exactly what your position is in this matter.

FIRST: Is the alleged Griffith contract with Famous Players going to be postponed until after the three year period?

SECOND: If not, is it not necessary for us to bring

this suit?

THIRD: Will you accept service?

I am sending a copy of this letter to Mr. O'Brien, and I would like to hear from you at your very earliest convenience.

With kindest regards.

Very truly yours,

MLI:/B

M. L. Malevinsky

THE BRADSTREET of FILMDOM

THE FILM DAILY

The RECOGNIZED AUTHORITY

Vol. XXIX No. 12 | Thursday, August 7, 1924 | Price 4 Cents

Returning To Studio

Juna Mathis Still with Metro-Goldwyn—Tells of Italian Difficulties

Juna Mathis returned on the Homeric yesterday from a five months' trip to Europe, seven weeks of which were actually spent in Rome preparing for "Ben Hur". Miss Mathis will remain here five days and then return to Hollywood.

She said yesterday she was still with Metro-Goldwyn and while her new duties have not been definitely defined as yet, it is certain that she will figure in an important capacity at the Culver City plant where she had a good deal to say before Goldwyn merged with Metro. Describing conditions in Italy, Miss Mathis said

"We found nothing in the way of organization when we arrived in Italy to prepare for 'Ben Hur'. Temperament figured very largely. It was a question of getting to understand the Italians before possibility of working with them was realized. Production methods over there do not compare with ours. Mr. Griffith summed up the situation exactly, after his brief stay in Rome when he declared that the manufacture of pictures under existing Italian conditions was impossible.

"We therefore had to start from the ground up. We had to build a studio, which Fred Niblo found practically completed when he took over the production. It was a difficult thing for persons familiar with American production methods to accustom themselves to Italian practices."

"Commandments" In Toronto

(Special to THE FILM DAILY)

Toronto—The first showing in Eastern Canada of "The Ten Commandments" is scheduled for Massey Music Hall, Aug. 23. Henry MacMahon, of New York, is here making arrangements.

Valentino To Europe

Leaves Aug. 16 For London—Finishes "Sainted Devil" For Famous on Saturday

Rudolph Valentino finishes "A Sainted Devil" on Saturday for Famous, and leaves for Europe Aug. 16 on the Leviathan, on a six weeks' vacation trip.

Some other story other than "Cobra," will probably be selected by Ritz as Valentino's first for that company. It has been decided to hold "Cobra" for the time being, but it will undoubtedly be made later on.

Cutting The Waste

Associated Exhibitors Giving Pathe More Detail to Handle—Not Dissolving

Associated Exhibitors, Inc. about whom there has been a great deal of misinformation published, has arranged with Pathe to handle more of the detail attendant upon the physical distribution of the Associated product.

It can be stated authoritatively that Associated will not disband. What is happening is merely an elimination of a good deal of waste in expense. For that purpose, the contract department of Pathe yesterday moved to the seventh floor of the Pathe Bldg. where it will more adequately handle

(Continued on Page 3)

Six From Marlborough Prod.

Marlborough Prod., Inc., recently formed by Schuyler E. Grey and John McCutcheon, production manager and director, respectively, will make six society mellers. "The Law and the Lady," now nearly finished, is the first. Production on the second will shortly start at the Fischer studios, New York. Awyon will state right.

Schine's Chain Totals 40

(Special to THE FILM DAILY)

Rochester—The Schine Theatrical Enterprises, controlling thirty-nine theaters throughout the state, have taken a ten year lease on the Grand, a 900 seat house here, owned and operated for years by T. G. Thompson. A. N. Wolff has been appointed manager.

Canada Meets Soon

M. P. T. O. Convenes Next Month—J. C. Brady A Candidate For Presidency

(Special to THE FILM DAILY)

Toronto—The second annual meeting of the M. P. T. O. of Canada will be held in September. The Canadian exhibitors were organized at Montreal in Sept., 1923. A. St. Denis is president, and Maurice West, secretary. Official dates for the convention have not been announced.

It is expected that President O'Toole of the M. P. T. O. A., and Sidney Cohen will attend.

J. C. Brady, of the Madison, is talked of as next president. He is now head of the Ontario Division.

Among the questions which will be brought up will be the tax situation in Ontario, under the revised regulations, and also license restrictions, as well as censorship in Quebec, which has been causing much concern to both exhibitors and exchanges in that province.

U. K. Bans "America"

Censors Refuse To Grant Permit—Retitled "Love and Sacrifice" for Distribution There

(Special Cable to THE FILM DAILY)

London—It is understood that the British board of censors has refused to grant a permit to "America."

The picture was to be released here as "Love and Sacrifice" and in the re-editing process for distribution in England, a number of scenes that might have proven objectionable were eliminated.

Hiram Abrams, of United Artists, referred inquiries yesterday to the Griffith offices. Efforts made to reach Albert L. Grey and Jack Lloyd failed.

Suing Grand-Asher

(Special to THE FILM DAILY)

Los Angeles—John Gallois of San Francisco has filed a $75,000 suit against Grand-Asher Dist. Corp., alleging the company failed to deliver a blanket bond covering the proposed production of six pictures at a cost of $50,000 each. Gallois said he rented space at the Pacific Studios in preparation for the pictures, and asked the defendants to deliver the bond April 10 but they failed to do so.

Famous Making "Lord Chumley"

(Special to THE FILM DAILY)

Los Angeles—Work will start shortly on "Lord Chumley" which Frank Urson and Paul Iribe will codirect. Viola Dana and Raymond Griffith will be featured.

Invading East Side

Sol Brill to Finance 1,400 Seat House As Opposition to Mayer and Schneider and Steiner

Lee Ochs has been instrumental in interesting Sol Brill in financing a 1,400 seat theater to be built on property at 181-185½ Forsythe St., owned by Samuel Breiman.

The present tenants will vacate the property shortly and according to present plans, the theater will be completed in seven months after the starting date. M. Shapiro and Son who are putting up the Piccadilly and the new Moss at Broadway and 52nd St. will build this theater.

The move might be construed as an attempt to break the hold exercised on the East side by Mayer and Schneider and Charles Steiner, who jointly operate some fourteen theaters. Their position in that part of the city is so strong that they practically control it.

"Big 4" Won't Break

Hiram Abrams Says Reported Switch Is Sponsored to Boost Prices of Certain Stock

Hiram Abrams yesterday denied that members of United Artists would transfer their allegiance to another company, as reported from time to time. He issued a statement that contained an attack on Famous Players that was only slightly veiled. He said:

"The reports that artists affiliated with this organization will transfer their allegiance to another motion picture organization have lately appeared and reappeared in a number of newspapers. These reports are a part of a deliberate campaign of misrepresentation, which according to a leading financial authority was undertaken for the purpose of boosting the price of a stock on the New York Stock Exchange.

"The reports referred to state that various individual members of the United Artists Corp. and others have or will contract to make pictures for and to distribute them through the organization disseminating these reports. Such stories are unqualifiedly false. Neither Miss Pickford, Mr. Fairbanks, Mr. Chaplin nor Mr. Griffith will abandon their organization.

"I make this statement with the full knowledge of my associates with the exception of Mr. Griffith who is in Europe, and it may be taken as final. Investors and others should not allow themselves to be misled by reports which, having no foundation in fact,

(Continued on Page 3)

"The Iron Horse" for Lyric

"The Iron Horse," a Fox spectacle on next year's schedule, follows "Love and Glory" at the Lyric in about three weeks. The picture deals with the building of the first transcontinental railroad.

Allied Confab Called

Aug. 18-19 in Kansas City Decided Upon—Block Booking, Free Shows on Program

(Special to THE FILM DAILY)

Minneapolis—The Allied States Organization will hold its second meeting in Kansas City on Aug. 18-19, according to W. A. Steffes, chairman of that group.

Steffes declared a full membership is expected to attend the two-day session. The topics to be discussed will include block bookings, free community shows, the uniform contract and general adverse legislation.

5 Serials On New List

New Pathe Group Includes Enright Story And "Pirate Caesar's Clan" By Albert Payson Terhune

Pathe will have five serials for the new season. One has already been finished, another is in work and a third is being prepared.

"Into the Net," a police story by Commissioner Enright, is in the last stages of editing and titling, and was made here in the East by Malcolm Strauss. C. W. Patton is producing "Ten Scars Make A Man," in Hollywood, as one of the new serials. The action centers around Spanish nobility of the 18th century. Allene Ray, Jack Mower and Lillian Gale, are in the cast. William Parke is directing.

Another will be started in the near future. It is an adaptation of Albert Payson Terhune's, "Pirate Caesar's Clan."

Three Weeks for "Manhandled"

"Manhandled" will play the Rialto another week, its third week on Broadway.

"Wine of Youth" will be the feature at the Capitol.

Dick Talmadge Hurt

(Special to THE FILM DAILY)

Los Angeles—The injuries sustained by Richard Talmadge while at work on "Stepping Lively" for Carlos Prod., are serious.

Floyd Hopkins Back

(Special to THE FILM DAILY)

Philadelphia—C. Floyd Hopkins, of Wilmer & Vincent, has returned from an extended vacation trip through Canada.

Herbert Opposite Griffith

Holmes Herbert has left for the Coast to appear opposite Corinne Griffith in "Wilderness."

F. B. O. Head Back From Coast

Major Charles Thomson, head of F. B. O., has returned from an extended trip to the Coast.

Rivoli Ensemble Over Radio

A group of artists from the Rivoli will broadcast every Tuesday evening over station WEBJ.

"Messalina" at Cameo

"Messalina" opens at the Cameo, Aug. 24, following "Fools in the Dark."

Cutting The Waste

(Continued from Page 1)

its enlarged activities. For example, much information on contracts turned over to Associated by Pathe has, in the past, been duplicated by Associated. In the future, the Pathe reports will go direct to the producers releasing through Associated. The Associated force has been slashed heavily but only in those places where the eliminations remove duplication in effort. As noted, the Associated publicity and advertising staffs have been combined with Pathe and a closer coordination may be looked for wherever possible.

There will be no elimination of Associated salesmen in the field in wholesale fashion. Consolidations may result here and there, but the major portion of the sales staff will remain intact.

New Quarters for Pathe Staff

Pathe is remodeling part of the sixth floor of the Pathe Bldg., to be used as new quarters for the production staff. Increased activities necessitate more space.

Censor Problem in Long Beach

(Special to THE FILM DAILY)

Long Beach, Cal.—The censorship question here is causing a good deal of discussion. Church representatives want some sort of control over pictures, road shows and vaudeville acts but theater managers say state laws are sufficient to meet any situation.

Fox Gets Chicago Site

(Special to THE FILM DAILY)

Chicago—Fox will pay a total of $8,305,000 in rentals for the land on which it will build a theater here. The site, on Washington St., was obtained from Ascher Bros. The house will not be place in construction until the fall or spring.

Devore's First

(Special to THE FILM DAILY)

Los Angeles—Dorothy Devore's first picture for Warners will be "The Narrow Street" in which Matt Moore will be co-featured and William Beaudine direct.

"Big 4" Won't Break

(Continued from Page 1)

cannot of course affect the earning power of the organization which claims to have secured the services of the great stars of the motion picture industry."

COMING SOON

Released August 17th

No 2 Why everybody says UNIVERSAL PICTURES are the best buy in sight

CARL LAEMMLE presents

Starring REGINALD DENNY

and a live wire cast including Ruth Dwyer-Dorothy Revier Hayden Stevenson, and others

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A HARRY POLLARD PRODUCTION

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"A riot of laughs from beginning to end." —*EXHIBITORS' TRADE REVIEW*

"Could not be improved upon! Filled with fast action, clever acting and amusing comedy situations." —*MOTION PICTURE NEWS*

Nationally Advertised in The Saturday Evening Post

One of Universal's first big 12 Jewels for 1924-25

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NICHOLAS BELLEY
DONALD S. MUNTZMAN
STEWART H. RATHBONE
T. J. P. MARTIN
JAMES L. BANNO, JR.

Central Union Trust Company Building

80 Broadway, New York

August 7, 1924.

Mr. A.H.F. Banshaf,
180 West 44nd Street,
New York City.

Dear Banshaf:

Referring to my conversation with you on the telephone yesterday, I wish you would immediately send me an assignment to the Trust Company and also one to Patrick A. Powers, covering the stock which you state is on deposit at the Mamaroneck Bank you mentioned.

These assignments should be in duplicate, so that a copy may be delivered to the bank.

I also suggest that you send to me the common stock which I understand you have endorsed in blank, with a letter by the Griffith Company or the person in whose name the stock stands, authorizing the deposit of the same as additional collateral under the agreement with the Trust Company.

I wish you would give this your attention, as it is quite important that this matter be concluded immediately.

Very truly yours,

DCM/MF

ACREAGE
ESTATES
COUNTRY SEATS
FARMS

TELEPHONE 1100

WILLIAM G. BARRETT
WESTCHESTER COUNTY REAL ESTATE
178-180 MARTINE AVENUE
WHITE PLAINS, N. Y.

LOTS
PLOTS
HOMES
BUNGALOWS

124

August 7, 1934.

Mr. Albert H. T. Banshaf,
150 West 48nd Street,
New York City

Dear Mr. Banshaf:

Thank you for your letter of August 6th authorizing me to offer for sale the Griffith Studio at Orienta Point.

I have submitted this property this morning to Bloomingdale Hospital, and its representative is going there with me tomorrow morning. In order to interest the Hospital in this property, it probably will be necessary for me to dispose of the property owned by it, also on Orienta Point, and which is held at $100,000.00.

I am about to submit it also to two New York City parties who are capable of purchasing it. I will advise you just as soon as I have anything to report.

Sincerely,

William G. Barrett

JUPM

In lieu of signing each page of this book shipper has signed the agreement on the inside front cover.

Date 4/2/26 194

SOUTHEASTERN EXPRESS COMPANY
(INCORPORATED)

Received from Ho Wo

the shipments, hereinafter listed, which the Company agrees to carry subject to the Classifications and Tariffs in effect on date hereof, and to the terms and conditions and agreements on the inside front cover of this book.
NOT NEGOTIABLE.

№ 259839

DESCRIPTION AND CONTENTS	WEIGHT	VALUE (REQUIRED UNDER TARIFF) SHIPPER TO FILL IN		CONSIGNED TO	DESTINATION	EXCESS VALUATION	
4 Box		50	00	S. W. Graffett Inc	Thirsday Point Manoronock N.Y.		

DUPLICATE

When entering shipments forwarded C. O. D. always use two lines. If charges are to be collected at destination write "Collect" in charges column.

For the Company

129

FOUNDED 1835
INCORPORATED FEBRUARY 1888

Oliver Ditson Company

Musical Publishers

DEALERS AND IMPORTERS OF

MUSIC, MUSIC BOOKS AND MUSICAL INSTRUMENTS.

178-179 TREMONT STREET

AGENCIES:
CHAS. H. DITSON & CO. NEW YORK.
LYON & HEALY CHICAGO.

Boston,

Aug. 7, 1924.

D. W. Griffith, Incorporated,
Orienta Point,
Mamaroneck, New York.

Attention Mr. Albert H. T. Banshaf.

Gentlemen:

We have your communication of July 28th and this letter will be your permission to use the copyrighted musical composition entitled "At Dawning" by Cadman, in the printed orchestral arrangement which you are preparing for your photoplay "America", and it is understood that you will not print less nor more than one-hundred and fifty sets, for which you will pay us the sum of seventy-five dollars ($75.00)

It is understood further that when the motion picture "America" for which this particular score is printed, shall be abandoned, all scores used in connection therewith shall be destroyed under our supervision and that no such score shall be used in any event in connection with the exhibition of any other picture than that for which it was produced; this applying only to that portion of the score which is the copyrighted material of Oliver Ditson Company, Boston.

It is also understood that you, in the score, will print the copyright notice and the name of the publisher.

If this meets with your approval, will you kindly acknowledge the duplicate of this letter, returning same to us for our files accompanied with your check in amount as stated above.

Yours most respectfully,
OLIVER DITSON COMPANY

C. A. Woodman
Manager

ACCEPTED:

D. W. GRIFFITH, INC.

By Albert H. T. Banshaf
Sec

153

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Mr. Banshaf

From G. M. Conway

Date Aug. 9, 1924.

Time

Reply to

Dear Mr. Banshaf:

Will you kindly make up contracts for Holland as per the attached correspondance. They have agreed to pay $500 on account of "One Exciting Night" upon the signing of the contract and the balance not later thanOct. 31, 1924. "The White Rose" is to be paid for in full at the time the contract is signed.

When these contracts are ready will you kindly let me know, and also return the correspondance for my files.

Thank you.

Sign 3 yrs.
Print
Points @ st

Please make all replies on back of this memorandum.

ACREAGE
ESTATES
COUNTRY SEATS
FARMS

TELEPHONE 1160

WILLIAM G. BARRETT
WESTCHESTER COUNTY REAL ESTATE
178-180 MARTINE AVENUE
WHITE PLAINS N. Y.

LOTS
PLOTS
HOMES
BUNGALOWS

124

August 8, 1924.

Mr. Albert H. T. Banshaf,
150 West 45nd Street,
New York City

Dear Mr. Banshaf:

I showed the Orienta Point property to a representative of Bloomingdale Hospital this morning, and this afternoon I submitted it to the Westchester County Park Commission of which Mr. Jay Downer is Chief Engineer. I will do my best to interest this Commission in this property.

Sincerely,

William G. Barrett

IN REPLY REFER TO

L-835

OFFICE OF THE SPECIAL AGENT
ADDRESS ALL COMMUNICATIONS
TO THE OFFICE OF THE SPECIAL AGENT

TREASURY DEPARTMENT

SPECIAL AGENCY SERVICE
U. S. CUSTOMS

NEW YORK, N. Y.

August 6, 1934.

D. W. Griffith, Inc.,

Marmaroneck, N.Y.

Attention of Mr. Harold Goodwin

Gentlemen:

Referring to your application for the establishment of a rate of drawback on moving picture films produced from imported raw films, there is enclosed a draft of sworn statement setting forth the conditions of manufacture and the manner in which the identity of the imported material is to be maintained by you.

Please examine this draft very carefully, making such corrections as you may find necessary, and then prepare and transmit to the undersigned four copies thereof, one of which must be sworn tobefore a notary public with seal.

On receipt of these statements, a report on your application will be transmitted to the Department.

Respectfully,

C G Bothner

Customs Agent in Charge ofDrawback

Room 401 U. S. Custom House
New York City

Enc.

CGB/alk

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

TELEPHONE VANDERBILT 0000

August 8th, 1924.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: Re: Fagan vs. Griffith

We are enclosing herewith copy of our complaint in the above action.

Very truly yours,

SCHLESINGER & SCHLESINGER

BY

Enl. ans.

Fol.1 SUPREME COURT : NEW YORK COUNTY.

----------X

CLARK D. PEASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

----------X

The plaintiff, complaining of the defendant, alleges:-

FIRST:- That between the 9th day of July, 1923 and
" 2 the 15th day of October, 1923, the plaintiff at the special instance and request of the defendant, performed work, labor and services for the defendant, consisting of repairs to defendant's automobiles, and furnished and supplied automobile accessories and materials, all of which were of the agreed and reasonable value of Two thousand four hundred and nineteen and 15/100 ($2419.15) Dollars, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of Two thousand four hundred and nineteen and 15/100 ($2419.15) Dollars, together with law-
3 ful interest thereon and costs.

SCHLESINGER & SCHLESINGER,
Attorneys for Plaintiff,
Office & P.O. Address,
No. 17 East 42nd Street,
Borough of Manhattan,
City of New York.

STATE OF NEW YORK,
CITY OF NEW YORK,
COUNTY OF " } ss.

Clark D. Pease being duly sworn, deposes and says that he is the plaintiff in the within action; that he has read the foregoing complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me this 8th day of August, 19 24 }

Clark D. Pease

L. C. B. Meers
NOTARY PUBLIC, New York County
N. Y. Co. Clerk's No. 652 Reg. No. 8410
Bronx Co. Clerk's No. 25
Term Expires March 30th 1926

STATE OF NEW YORK,
CITY OF NEW YORK,
COUNTY OF } SS.

.....being duly sworn, deposes and says, that he is over the age of.....years. That on the..... day of....., 19 at No. ..... in the ....., he served the foregoing ..... upon ..... in this action, by delivering to and leaving personally with said..... ....a true copy thereof.

Deponent further says, that he knew the person .....served as aforesaid, to be the person mentioned and described in said..... as the .....therein.

Sworn to before me this..... }
day of ....., 19 }

Sir: Please take notice that the within is a true copy of a .....
duly made and entered in the within entitled
..... and filed in the office of the
Clerk of .....
on the ..... day of 192
Dated, N. Y. 192

Yours, &c.,

Schlesinger & Schlesinger

Attorneys for .....
Office and Post Office Address

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq

Attorney for .....

Sir:

Please to take notice that an order of which the within is a true copy will be presented for settlement and entry herein, to Mr. Justice

.....

at .....

this Court at .....

..... in the City of New York

on the ..... day of 192

at 10 o'clock in the forenoon.

Dated 192

Yours &c.,

Schlesinger & Schlesinger

Attorneys for .....

Office and Post Office Address,

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq.

Attorney for .....

INDEX NO. ..... Year .....

SUPREME COURT: NEW YORK COUNTY.

CLARK D. PRASS,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

COMPLAINT

Schlesinger & Schlesinger

ATTORNEYS FOR Plaintiff

Office and Post Office Address

17 East 42nd Street

Borough of Manhattan New York City

To ..... Esq.

Attorney for .....

Due and timely service of a copy of the within

..... is hereby admitted

Dated, ... 192

.....

Attorney for .....

BRITISH PRESS CLIPPINGS ON "AMERICA"

NOT FILMED.

AVAILABLE IN COLLECTION.

101

COPY

THE ALLIED ARTISTS CORPORATION, LTD.
66-68 Gordon Street
LONDON, W. 1

August 9, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING AUGUST 9, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week just ended amounted to £782.10.11.

4. The total business from each of the branches for the week amounted to:

Birmingham	£500. 0. 0
Cardiff	367.10. 0
Glasgow	304. 0. 0
Leeds	169. 0. 0
Liverpool	180. 0. 0
Manchester	221. 0. 0
Newcastle	50. 0. 0
Ireland	84.10. 0
London	885.10. 0
	£2761.10. 0

The cash collections for the week amounted to £1969.10. 0.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAF, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

August 9th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative
Mother & The Law		18272		
One Exciting Night		42		
Way Down East		316		
Idol Dancer		236		
Love Flower		117		
Fall Of Babylon		25839		
America		2433		
	0	47255	0	0

Positive stock used

Eastman 3226
Agfa 44029 * Epoch stock used on Babylon & Mother & Law.

D.W. GRIFFITH INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK END ING AUGUST 9TH, 1924.

Cash Balance August 2nd, 1924.		412.20	
CASH RECEIVED			
Accounts Receivable	3331.48		
D.W. Griffith Special Loan	4000.00		
Empire Trust Co.	12260.00		
United Artists Corp.	15000.00	34591.48	
(Paid direct to C.U.T.Co.)			
Total Cash for Week.			35003.68
CASH DISBURSEMENTS			
N.Y. State Sanitary Office Ass.	125.00		
J.E. Brulatour	500.00		
J.T. Cosman	500.00		
H.C. Miner Litho. Co.	1500.00		
Doctors Service Corps. Inc.	407.50		
Commanday Roth Co. Inc.	569.03		
" " " "	657.62		
Precision Machine Co.	693.10		
Central Union Trust Co.	15000.00	19952.45	
SUNDRY DISBURSEMENTS			
John White	22.84		
C.J. Briel	100.00		
Chas. K. Davis	3.90		
Western Union Telegraph	2.33		
H.V. Godwin	54.80		
C.T. Cosman (Interest)	5.00		
Empire Trust Co.(Refund)	21.20		
Chicago Tribune	500.00		
G. Schrimer Inc.	75.00		
Eureka Music Printing Press	329.22		
		1114.29	
PAYMENT ON ACCOUNT OF U-8 COVERED BY TRANSFER FROM EMPIRE TRUST CO.			
J.C. Epping Cable Transfer		12260.00	
Total Disbursements			33326.74
Cash Balance			1676.94

D W Griffith Inc

Cash Receipts & Disbursements for Week Ending Aug 9 1924.

Cash Balance Aug 2, 1924.		41220	
Cash Received			
Accounts Receivable	223148		
D W Griffith Mutual Loan	4000 —		
Empire Trust Co.	12260 —		
United Artists Corp	10000 —	249148	
(Cash Deposited C O D)			
Total Cash for Week.			250368
Cash Disbursements			
N.Y. State Sales Office Acc	125 —.		
J C Bonlatour	500 —.		
J T Corman	500 —.		
H C Meier Lith Co	1500 —.		
Doctors Service Corp Inc.	4075 0.		
Commanday Roth Co Inc	5690 3.		
" " "	6578 2.		
Precision Machine Co	6931 0.		
Central Union Trust Co	15000 —	199524 5	
Sundry Disbursement			
John White	2284		
C J Breil	100 —		
Chas K Davis	390		
Western Union Telegraph	253		
H O. Godwin	5480		
C T Corman (Interest)	5 —		
Empire Trust Co. (Refund)	2120		
Chicago Tribune	500 —		
G Schirmer Inc.	75 —		
Eureka Music Printing Pres	3292 2		
		11142 9	
Payment on Account of U-E			
~~Cash Transfer from Empire Trust~~			
J C Eppering Calls Transfer		12260 —	
Total Disbursements			3332674
Cash Balance			167694

$ 200.00 New York City, August 10th, 192[illegible] 5

On October 10th, 1925 after date We promise to pay to

the order of D.F.GRIFFIN

Two Hundred and 00/100 Dollars

Payable at Central Union Trust Co., 42nd St. Branch, N.Y.C.

Value received D.F.GRIFFIN, INCORPORATED.

No. Due 10/10/25 Treas.

STATEMENT OF RECEIPTS & DISBURSEMENTS

CAMEO THEATRE SHOWING - HIS DARKER SELF

RECEIPTS

Sunday, March 23, 1924	694.74
Monday, " 24, 1924	413.86
Tuesday, " 25, 1924	583.35
Wednesday, " 26, 1924	546.81
Thursday, " 27, 1924	475.56
Friday, " 28, 1924	514.67
Saturday, " 29, 1924	664.71
Total Receipts	$4,853.92

EXPENSES

Rental of Theatre *	4,000.00
Rental of Pathe Review	50.00
Rental of "The Misfit" and "Haunted Hills"	225.00
Advertising (J. P. Muller & Co.)	1,366.50
Lobby Cards	120.00
Exploitation Man	150.00
Vocalist, Operator's overtime, etc.	210.08
Printing of posters	92.00
Electric lamps for front light	22.32
Special orchestration of special number	15.00
Printing passes	13.00
Newspapers, etc.	3.74
Trailers	1.51
Total Expenses	6,269.15

DEFICIT..... $ 2,015.23

EXAMINED
H. J. JANTZER
NEW YORK

Ex 19

113

August 11th 1924

Mr. Albert S. Gray,
Vice-Pres., D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Gray:

I am enclosing herewith original and copy of proposed agreement covering "THE WHITE ROSE" and "ONE EXCITING NIGHT" for the Kingdom of Holland.

Also enclosed please find correspondence which you sent over for the preparation of this contract.

I wish to call your attention to the fact that the Kingdom of Holland would include Holland and its possessions throughout the World - the Dutch East Indies, including the islands of Java, Sumatra; the Dutch West Indies, also Dutch Guiana in South America. I would suggest that the contract at least except the Dutch possessions in the Western Hemisphere so that the South American territory will not be broken up.

Do you know whether or not the United Artists Corporation's foreign offices have taken any bookings on these pictures for this territory or any part thereof.

Don't forget to notify Mr. Fox on behalf of Mr. Jacobs as to the price at which you are closing "ONE EXCITING NIGHT" and you will, of course, also advise the United Artists not to accept any bookings for the territory.

I notice from the correspondence that the territory has already been agreed upon but before closing the contract it would be well to look into the above, which I assume you have already done.

Very truly yours,

MUSEUM OF MODERN ART FILM LIBRARY

MFA

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1774

August 11th
19 34

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

In accordance with your request of August 5th we are enclosing for your files copy of letter which we have today sent to Mr. Powers concern- the BROKEN BLOSSOMS and LOVE FLOWER assignment.

Very truly yours,

UNITED ARTISTS CORPORATION

Maurice J. Cleary

Treasurer

MJC:P
Enc.

171A

August 11th
19 24

Mr. Patrick A. Powers
723 Seventh Avenue
New York City

Dear Sir:

This is to acknowledge receipt of assignment from D. W. Griffith, Incorporated to Patrick A. Powers, dated August 4th, 1924, relative to the photoplays BROKEN BLOSSOMS and LOVE FLOWER.

We agree to receive the D. W. Griffith, Incorporated share of the proceeds on the sale, exploitation and/or distribution of said pictures in trust for you and your account, subject to prior assignment made to Central Union Trust Company of New York.

Very truly yours,

UNITED ARTISTS CORPORATION

Treasurer

MJC:P

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 11th 1924.

Mr. Montford S. Steele,
Foreign Sales Manager,
United Artists Corporation,
729 Seventh Avenue,
New York City.

Dear Mr. Steele:

Replying to your favor of the 6th inst. with relation to the exhibition of "WAY DOWN EAST" in Java by the World International Film Co., I am enclosing herewith copy of letter under date of July 6th which I wrote to Mr. Albert L. Grey, Vice-President of D.W.Griffith, Inc., together with reply received from Mr. Grey under date of July 17th.

In view of Mr. Grey's interpretation of the contract, I believe it would be advisable for you to advise your Foreign Office not to endeavor to sell the picture for Java. This also applies to the "TWO ORPHANS".

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

DEFERRED

AUGUST 12 1924

188

D W GRIFFITH HOTEL BRISTOL BERLIN (GERMANY)

SUKOR REQUESTS YOU KINDLY GIVE NO STATEMENT FOR PUBLICITY REGARDING RESULT ABRAMS INTERVIEW UNTIL AFTER YOU RETURN AND FULL CONFERENCE HERE STOP BELIEVE YOU SHOULD SEE ABRAMS IF INTERVIEW REQUESTED BECAUSE OF PRESENT BOOKINGS SUGGEST ABRAMS ALSO REFRAIN MAKING STATEMENT IN ORDER NOT TO ~~XXXXXX~~ JEOPARDIZE SATISFACTORY ADJUSTMENT

BANZHAF

Charge Banzhaf 130 W 42

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

RADIOGRAM

WORLD WIDE WIRELESS

TIME FILED

DATE

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

CLASS OF SERVICE DESIRED

Full Rate Radiogram
Deferred Radiogram
Letter Radiogram
Week End Radiogram

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged. See back of this blank.

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No. 100-100

Send the following Radiogram "VIA RCA" subject to terms on back hereof, which are hereby agreed to

August ~~xxxx~~ 12 1924

188

HIRAM ABRAMS ABOARD SS HOMERIC

CONFIDENTIALLY ADVISE YOU MAKE NO FURTHER STATEMENTS FOR PUBLICITY UNTIL AFTER ALL PARTIES IN INTEREST CAN HAVE CONFERENCE IN ORDER NOT TO JEOPARDIZE POSSIBLE SATISFACTORY ADJUSTMENT REGARDS

BANZHAF

Charge Banzhaf 130 W 42

MUSEUM OF MODERN ART FILM STILL
D. W. GRIFFITH COLLECTION

FULL-RATE RADIOGRAM UNLESS MARKED OTHERWISE

DEPARTMENT OF PUBLIC SPEAKING
BITA M. LOOMIS, DIRECTOR

BAKER UNIVERSITY
BALDWIN CITY, KANSAS

August 12, 1924

Mr. D. G. Griffith,
Orienta Point, Mamaroneck New York.
My dear Mr Griffith,

Some time ago I was asked by the Daughters of the American Revolution to write a heroic called the "Birth of the Flag". Our neighbor, Congressman Wm B. McKinley, also Anna A Gordon National and World Womans Christian Temperance Union President, wrote to you and Mr Hays concerning it. My heroic was so long I was advised to put it into synopsis only form. In order to have it up to date I took a course, and I am sending you the report upon its completion. In this course I have written a synopsis called "Trash" referred to in Mr. Powell's letter. I have been studying your pictures for years and besides being practically perfect in production, it seems to me that you aim to make your audience a little better for having seen them. That is my aim, and in writing "Trash" Mr Powell insisted that I should change my plot greatly to sell. I did so, yet retained a little of my original idea.

If I make a success of "Trash"

and some others I have planned, I think Mrs Mary E Lee, Illinois State D. A. R. Chaplain, and I, can secure an appointment through Congress, to write the "Birth of the Flag" for use on July 4th. Since I wrote to you, you have produced "America" and I shall see it before re-writing mine, and taking the matter up with Mr. McKinley. We have some of the same material.

If Congress should take action and you should think the synopsis suitable for regular theatrical purpose, would you consider its production at your expense? I am also interested in a picture for law enforcement. Would you consider producing this if an organization would furnish the money and own and rent the film later? Do you care to consider "Trash"? If you do, I will send it to you before sending as Mr Powell suggests.

Very sincerely yours,
Etta C. Larry.

507 West Clark Street
Champaign, Illinois
(Until Sept. 5, 1924)

Albert L. Cleary
GENERAL MANAGER

D. W. GRIFFITH Inc.

303 Longacre Bldg.
New York City

Aug. 18, 1924.

Dear Mr. Banzhaf:

Enclosed herewith you will find copy of letter which I wrote to Mr. Abrams. This is the matter about which I spoke to you this morning. These heralds are the ones Mr. Abrams said he would be glad to give the notes for, but had no way of getting the money back. I don't know what he means. He must be crazy. He has been selling heralds since he has been in the business and exhibitors have been paying for them, and as I stated in my letter to him if he could not get $5 for them, we would pay the differeme. It is very essential that the exhibitors have these heralds. The account is now of long standing, and Commanday Roth would like very much to have it taken care of. In fact, they would prefer United Artists notes on it as they can handle them much better than our paper, as there is so much of our paper out now that it is very hard to handle it.

Mr. Cleary has the original of this letter and Mr. Abrams claims he instructed Cleary to take the matter up with you.

Am also enclosing a letter from Ivor Novello's attorney. It might be well worth while to get in touch with these people at once. The claim is a just one, but at the present minute I do not recall the amount. If you will remember according to his contract (I believe you have a copy) we had an option on his services and we exercised this option by cable by instruction of Mr. Griffith who, at that time, had decided to make "Nathan Hale", but as usual, of course, he changed his mind after it was too late. Will you kindly look into this matter at once.

Very truly yours,

Albert L. Cleary

Vice-President.

D. W. Griffith, Inc.

ALG/CC

America

See "AMERICA" First

PHONE: GERRARD 1755

189

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMMUNICATIONS TO WALTER GIFFORD ROOM 26 VICTORY HOUSE LEICESTER SQ. LONDON

Twelth Day of August
Nineteen Hundred and Twenty Four.

Albert H.J.Sanshaf, Esq.,
Sanshaf, Pembleton & Littlok,
Counsellors at Law,
Bush Terminal Building,
1?0 West 42d. Street,
New York.

Dear Mr. Sanshaf,

I beg to acknowledge receipt of your letter of July 31st with the original and copy of assignment for the story of "ISN'T LIFE WONDERFUL".

I have just seen Mr.Dakers - Major Moss's personal representative - and he advises that Major Moss is at present in Berlin, and he is sending the assignment to Major Moss at Berlin asking him to acknowledge the assignment before the U.S.Consul there, and return immediately. Mr. Dakers advises that the changes will be O.K.

I will dispatch the re-executed assignment direct to you immediately I receive same from Major Moss.

Yours very truly,

Walter Gifford

See "AMERICA" First

August 13th1934.

Mr. Fulton Brylawski,
Jenifer Building,
Washington, D.C.

Dear Sir:

Will you kindly give me a report on the chain of copyright title on the story entitled "LITTLE FRAULEIN AND THE BIG WORLD" written by I.A.R.Wylie.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To MR. GREY

Date AUGUST 14TH, 1924.

From MR. AUSTIN

Time

Reply to

We have received from the United Artists Corporation, up to and including week ending June 28th, 1924, on

ORPHANS OF THE STORM	-	-	$ 888,095.66
We have paid expenses amounting to			89,359.55
NET TO DATE	-	-	$ 798,736.11

RBA:REB

Please make all replies on back of this memorandum.

LAW OFFICES
FULTON BRYLAWSKI
JENKINS BUILDING
WASHINGTON, D. C.
TELEPHONE MAIN 000-000

August 14, 1924.

Albert E. L. Banshaf, Esq.,
Bush Terminal Building,
130 West 42nd St.,
New York.

Dear Sir:

Replying to your inquiry of the 12th, I beg to advise you that the story LITTLE FRAULEIN AND THE BIG WORLD by I. A. R. Wylie, was published in the Good Housekeeping Magazine, issue of June, 1924 and is included in the copyright secured on this periodical by the International Magazine Company Inc., registered May 23rd, 1924 No. B:616,989.

By instrument dated July 9th, 1924, recorded August 5th, 1924 in Volume 120, page 92 of the Assignment records of the Copyright Office, the International Magazine Co., Inc., assigned to I. A. R. Wylie all its right, title and interest in and to the copyright secured on the story LITTLE FRAULEIN ANDTHE BIG WORLD.

No further assignment of any rights in this work has been received for record in the Copyright Office, and no other literary, dramatic, motion picture composition or stage production is found under this or any similar title.

Very truly yours,
F Brylawski
porg

Factory and Laboratories
ROCHESTER, NEW YORK

Cable Address
"POWERFILM" New York

POWERS FILM PRODUCTS, INC.

Manufacturers
SENSITIZED PHOTOGRAPHIC MATERIALS

721 Seventh Avenue

178

New York, N. Y. August 14th, 1924

D. W. Griffith Inc.,
305 Longacre Building,
New York City.

Att. Mr. Robert B. Austin
Asst. Treasurer

Dear Sirs:

I have been shown your letter of even date addressed to Mr. Levy, regarding your trade acceptance to Powers Film Company Inc., for $1570.20 which was due this week.

As you are aware, Central Union Trust Company had already honored this acceptance and credited our account with same. Your letter states that the Central Union Trust Company made a mistake in charging your account with this acceptance, contrary to the instructions which you had given them. In view of this we are today instructing the Central Union Trust Company to charge this item back to our account, as we are willing to accept your check for $270.20 on account, and extend the renewal which you desire. I might mention that I consider your letter to Mr. Levy advising him of the instructions which you had issued to the Central Union Trust Company, to charge no notes or acceptances to your account, is rather ill advised.

It would seem to me that if creditors were aware that you have issued such instructions to your bank, they would not be willing to accept either your notes, or your acceptances, as it is only with the understanding that a note or an acceptance will be paid, that a creditor will accept the paper in lieu of cash.

While we can accept your check for $270.20, we are at a loss to know just what to do with your two notes for $650.00 each, as they are payable at the Central Union Trust Company, and you state that you have instructed that bank not to pay them. There is an interest item of $15.70 due on this acceptance which you have made no provision for taking care of.

Yours very truly,

POWERS FILM PRODUCTS INC.

P. A. Powers
PRESIDENT.

PAP-L-K

Office of the Secretary
130 West 42nd St.
New York, N.Y.

August 14th 1924

Mr. R. G. Brewer,
President, First National Bank,
Samaranack, N. Y.

Dear Sir:-

Mr. Austin has asked me to write you concerning the 3000 shares of preferred stock of the United Artists Corporation owned by D. W. Griffith, Incorporated, which have been placed in your hands as collateral for a loan to said Corporation in the sum of $20,000.

The United Artists Corporation is a corporation organized by Mary Pickford, Douglas Fairbanks, Charles Chaplin and D. W. Griffith, with a total authorized capital stock consisting of 5000 shares of preferred stock of the par value of $100. per share, and 9000 shares of common stock of no par value. The entire 9000 shares of common stock have been issued to the above persons and 4000 shares of the preferred stock have been subscribed for by them, the sum of $120,000. having been paid in and the balance of the subscription being callable at any time on 30 days' notice. The 3000 shares on deposit with you represent one-fourth of the preferred stock paid in.

The financial responsibility of Mary Pickford, Douglas Fairbanks, Charles Chaplin and D. W. Griffith is well known throughout banking circles, and the United Artists Corporation has built up a world-wide distributing business for the pictures of the aforesaid persons during the past five years without any further capital paid in except the $120,000. as before mentioned. If additional capital is required, the aforesaid persons are under obligation to subscribe one-fourth each of the balance of $280,000. to make up the amount of $400,000. subscribed for as aforesaid.

The preferred stock is conservatively valued at par. The following are the officers and directors of the United Artists Corporation:-

Hiram Abrams, President
Dennis F. O'Brien, Vice-Pres. (attorney for Douglas Fairbanks and Mary Pickford)

Maurice G. Cleary, Treasurer
Albert H. T. Banhof, Secretary (attorney for D. W. Griffith)

-D irectors-

As above and Nathan Burkan (attorney for Charles Chaplin)

There is no market value for the preferred stock since it is held by the aforesaid Pickford, Fairbanks, Chaplin and this Corporation, and the Corporation is known as a "close corporation."

Any further data that I can give you relative to this matter, I shall be pleased so to do upon your request.

Very truly yours,

D. W. GRIFFITH, INCORPORATED

By_____
Secretary

B:R

97.1

LARRIN, RATHBONE & PERRY

CABLE ADDRESS "LARTERLY" NEW YORK

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT RITCHEY
HERBERT ROBINSON
NICHOLAS KELLEY
DONALD C. MUNLEMAN
STEWART H. RATHBONE
T. J. P. MARTIN
JAMES L. BARRS, JR.

Central Union Trust Company Building

10 Broadway, New York

August 14, 1954.

Mr. A.M.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Banshaf: Re: D.W. Griffith, Inc.

Please let me have the stock and the assignments in the United Artists matter.

Very truly yours,

DCM/MF

188

THE MAMITH COMPANY, INC.,
40 Wall Street,
[illegible] INC.
[illegible] WEST [illegible] STREET
NEW YORK

TELEPHONE VANDERBILT [illegible]

August 14th, 1924

D. W. Griffith & Co., Inc.,
A. H. T. Banshaf, Esq., Secty.,
Mamaroneck, N. Y.

Dear Sirs:-

We thank you for your letter ofthe 13th regarding Mr. Griffith's connection with the Famous Players Corporation.

Very truly yours,

THE MAMITH COMPANY, INC.,

By

Treasurer.

A/MC
Mo

August 16th 1924.

Mr. D.G.Muhleman,
60 Broadway,
New York City.

Dear Mr. Muhleman:

I am enclosing herewith certificates of common stock of the United Artists Corporation, of no par value, numbered 38, 39, 40, 41, 42, 43, 44 and for 111 shares each, duly endorsed in blank by D.W.Griffith, Inc., same to be held by you on behalf of the Central Union Trust Co. of New York as collateral security, pursuant terms of agreement with D.W.Griffith Incorporated under date of October 22nd 1923.

Also to be held by you on behalf of Mr. P.A.Powers purmant to terms of agreement with Mr. Powers and D.W. Griffith, Inc. under date of January 25th 1924.

I have prepared the assignment of the Company's equity in the 3,000 shares of the preferred stock of the United Artists Corporation, par value $100. per share, held by the Griffith Corporation, now in the possession of the First National Bank of Mamaroneck, as collateral security for a loan of $10,000. This assignment will reach you in a day or so. The delay in sending the common stock was due to the fact that I waited for the last certificate # which I have this day just received from Mr. O'Brien, attorney for the United Artists Corporation.

Any further data you require regarding this matter, I will be pleased to forward the same to you.

Very truly yours,

AHTB/GDM

August 10th 1924.

Manara, O'Brien, Malevinsky & Driscoll,
152 West 42nd Street,
New York City. Attention Mr. Malevinsky.

Dear Mr. Malevinsky:

I have your favor of the 7th inst. relative to the Famous Players-Griffith-United Artists Corp. matter and beg to advise that you are in error when you state that you have been led to believe by me that Mr. Griffith would postpone the Famous Players contract until the end of the three-year contract with United Artists. My statement to you, Mr. O'Brien and Mr. Abrams was that I might be able to get such a postponement.

I do not want you or your associates to be under a misapprehension relative to this matter since I am not authorized to speak in Mr. Griffith's absence and do not wish to take up such matters with him by cable or mail since he will return to this Country sometime in September. Owing to this fact, I believe that all matters should be left in statute quo until Mr. Griffith's return, then possibly we can have a conference which will adjust this matter without the necessity of litigation.

With kindest regards, I remain

Very truly yours,

AHTB/GDM

101

August 15th 1924.

Equitable Life Assurance Society of America,
120 Broadway,
New York City.

Gentlemen:

Will you kindly change the dates of the payment of premiums from annual to quarterly on the policy numbered 2655630 on life of David W. Griffith in favor of D.W.Griffith, Incorporated, beneficiary, and kindly send the revised statement of premiums due to Gascoigne, Reid & Co., Agents for this Company, at #5 East 44th Street, New York City, and oblige

Very truly yours,
D.W.GRIFFITH INCORPORATED

By_____
Secretary.

AHTB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

+03
171

August 18th 1924.

Mr. Albert L. Grey,
Vice-Pres., D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Grey:

Will you kindly send me all wires, cablegrams or letters and copies of any other letters that you may have had with Novello, also any other correspondence which you may have had with his attorneys other than the last two letters which you have forwarded to me, since I am going to have an interview with Mr. Aunstrian relative to this matter some day next week.

Very truly yours,

AHTB/ GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 15th 1924

Mr. Anthony Paul Kelly,
c/o D. W. Griffith, Inc.,
1476 Broadway,
New York City.

My Dear Mr. Kelly:-

Enclosed herewith you will find copy of agreement dated July 8th 1924 signed by I. A. R. Wylie and assigning to you the motion picture rights to the story LITTLE FRAULEIN AND THE BIG WORLD.

In order to have the assignment of these rights to D. W. Griffith, Inc., in proper order, will you kindly either have Mr. Wylie acknowledge the enclosed before the United States Consul in London, if that is where the agreement was signed, or cable Mr. Wylie to forward another copy of the agreement with such acknowledgment. Such acknowledgment is necessary for recording the agreement in the Register of Copyright office.

Will you also have inserted and initialed by Mr. Wylie in paragraph Second, line six, of the enclosure after the words "may be written" the words and/or owned. This is necessary to cover the Griffith Corporation's position as far as not having written an original story is concerned.

In the meanwhile, I shall prepare the assignment of the motion picture rights from you to the Griffith Corporation.

Very truly yours,

P.S.--It is also important that there be incorporated in the re-executed agreement a clause granting the right to publish for advertising purposes a synopsis of the story, in such form as may be desired, and also the rights to use extracts from the story for R titles.

A.H.T.B.

August 15th 1934

Village Clerk,
Mamaroneck, N. Y.

Dear Sir:-

Will you kindly send me at your early convenience copies of any ordinances which may have been adopted or may be proposed to be adopted by the Village of Mamaroneck regarding zoning the village for residential and business purposes.

If there is any cost for this and if you will advise me thereof, I shall be pleased to send you my check to cover the same.

Thanking you for your courtesy and early attention, I am

Respectfully,

U. S. NAVY RECRUITING STATION
14th & DOUGLAS STREETS
OMAHA, NEB.

15 August, 1 9 2 4.

D.W. Griffith,
New York City, N.Y.

Dear Sir:

It is a pleasure to write my opinion of your production of "America," as you requested in your telegram of July 11, 1924. My opinion of America is as follows:

It is bold, calssical and grand. Great moving pictures like great heroes, cannot be compared. They stir, educate and shake the dust off worth while books in library. It is a valuable asset to the world.

Very sincerely,

E.S. HURLBUT,
Lieutenant, U.S. Navy,
Officer in Charge.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS C. O'BRIEN
N. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MARRAUTH
RICHARD J. MAGNEY
ARTHUR R. WALSH
EDWARD L. RAFTERY

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

136

IN RE United Artists Corporation
Certificate of Stock - Depositary Agreement.

August 10, 1934.

Albert H. T. Banshaf, Esq.,
132 West 42nd Street,
New York.

Dear Mr. Banshaf:

Enclosed herewith please find Certificate of Stock No. 45, for 111 shares of United Artists Corporation common stock of no par value, pursuant to the escrow agreement, together with certificate of Depositary herein.

Yours very truly,

O'BRIEN, MALEVINSKY & DRISCOLL,
By Robert Amsterdam

RA:AD
Enc.

ACREAGE
ESTATES
COUNTRY SEATS
FARMS

TELEPHONE 1100

WILLIAM G. BARRETT
WESTCHESTER COUNTY REAL ESTATE
178-180 MARTINE AVENUE
WHITE PLAINS, N. Y.

LOTS
PLOTS
HOMES
BUNGALOWS

124

August 18, 1916.

75%

Mr. Albert H. T. Banshaf,
150 West 48nd Street,
New York City

Dear Mr. Banshaf:

Will you be good enough to let me know whether or not there is a mortgage on the Griffith Studio property at Orienta Point, and in the event of my being able to sell this property, what percent of the purchase price you will require in cash? I am working hard on the Bloomingdale Hospital people on this proposition.

Sincerely,

William G. Barrett

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ATTORNEYS & COUNSELLORS of LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MAGRAUTH
RICHARD J. HARKEY
ARTHUR R. WALSH
EDWARD C. RAFTERY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

August 16th, 1954

Mr. Albert H. T. Banshaf,
c/o Messrs. Banshaf, Pembleton & Littick,
150 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

As you probably know, Mr. O'Brien is away on his vacation. He was in the office Thursday for the day.

This is to acknowledge receipt of your favor of August 15th, enclosing copy of letter which you forwarded to Mr. Sackett. Mr. Driscoll is attending to this matter for our firm in Mr. O'Brien's absence. I am putting your letter, together with a copy of this letter, on Mr. Driscoll's desk.

Very truly yours,

M. L. Malevinsky

MLM/B

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. GARDINER
M. J. MALEVINSKY
ARTHUR E. BRINSKELE
JOSEPH W. MARRAUTTE
RICHARD J. HARRAY
ARTHUR H. WALSH
EDGARD G. GEFTERT

LAW OFFICES
TIMES SQUARE
NEW YORK CITY

188

IN RE

August 16th, 1924

Mr. Albert H. T. Banshaf,
c/o Messrs. Banshaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I have your letter of August 15th. Am I authorized by you to state to Mr. Ludvigh that you will not accept service for Mr. Griffith? We do not want to have any misunderstanding about this situation, as I anticipate trouble with the Famous Players. Please let me hear from you as early as possible as it is important for me to be able to make a definite statement to Mr. Ludvigh.

Very truly yours,

MLM/B

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. RANSHAW, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

August 16th 1924.

Report of laboratory work done during.

	Tests	Releases	Samples	Negative.
Mother & The Law		45000		
Fall Of Babylon		282		
Judith Of Bethulia		1037		
America		50		
	0	46369	0	0

Positive stock used

Eastman 1087
Agfa 45282 * Epoch stock used on Babylon & Mother-Law

D.W. GRIFFITH, INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING AUGUST 16TH, 1924.

CASH BALANCE -AUGUST 9TH, 1924		1676.94	
CASH RECEIVED			
D.W. Griffith Special Loan	4000.00		
Empire Trust Co.	12260.00		
United Artists Corp.	15000.00	31260.00	
(Paid Direct to C.U.T. Co.)			
Total Cash for Week.			32936.94
CASH DISBURSEMENTS			
Power Film Products	270.20		
Eastman Kodak Co.	227.33		
Gramatan Springs	117.60		
Capehart-Carey Cop.	1510.00		
J.A. Mahlstedt Lumber & Coal Co.	1400.00		
Capehart-Carey Corp.	1000.00		
J.E. Brulatour Inc.	250.00		
Sam & Lee Shubert Inc.	500.00		
Central Union Trust Co.	15000.00	20275.13	
(Pd. Direct by United Artists)			
SUNDRIES			
C.J. Briel	100.00		
J.L.E. Pell	30.00	130.00	
PAYMENT ON ACCOUNT OF U-8			
COVERED BY TRANSFER FROM EMPIRE TRUST CO.			
J.C. Epping Cable Transfer		12260.00	
Total Disbursements			32665.13
Cash Balance			271.81

D.W. GRIFFITH INC.
LIST OF DISBURSEMENTS FOR WEEK ENDING AUGUST 16TH, 1924.

			AMOUNT DUE	AMOUNT RENEWED	AMOUNT PAID
August	11	Powers Film Products	1870.20	1300.00	570.20
	11	Eastman Kodak Co.	1227.33	1000.00	227.33
	12	Gramatan Springs	117.60		117.60
	14	Capehart Carey Corp.	6510.00	5000.00	1510.00
	14	J.A. Mahlstedt Lumber & Coal Co.	1400.00		1400.00
	15	Capehart Carey Corp.	4000.00	3000.00	1000.00
	16	J.E. Brulatour Inc.	1000.00	750.00	250.00
	16	J.A. Mahlstedt Lumber & Coal Co.	1064.63	1064.63	
	16	Sam & Lee Shubert Inc.	2500.00	2000.00	500.00
			19689.76	14114.63	5575.13
		Central Union Trust Co.			15000.00
		Sundry Disbursements			3500.00
					23775.13

D.W. Griffith Inc
Cash Receipts & Disbursements for Week Ending Aug 16 1924

Cash Balance Aug 9 1924		167481	
Cash Received			
D.W. Griffith Original Loan	6000 —		
Empire Trust Co	15000 —		
Mutual Exhibits Corp	15000 —	3126000	
(N. Smith & U.F.Co)			
Total Cash for Week			3293481
Cash Disbursements			
Power Film Products	27020		
Eastman Kodak Co.	22733		
Hiramatan Springs	11760		
Capehart Carey Corp	1510 —		
J.A. Mahlsleat & Co.	1400 —		
Capehart Carey Corp	1000 —		
J.E. Brulatour Inc	250 —		
Sam & Lee Shubert Inc	500 —		
Central Union Trust Co	15000 —	2027513	
(Pd Direct by U.A. Corp)			
Sundries			
C.J. Breil	100 —		
J.E. Bell	30 —	130 —	
Payment on Account of U-8			
Covered by Transfer from Empire Trust Co			
J.C. Epping Cable Transfer		12360 —	
Total Disbursements			3266513
Cash Balance			27181

D.W. Griffith Inc
List of Disbursements for Week Ending Aug 16, 1924

			Amount Due	Amount Allowed	Amount Paid
Aug	11	Pacific Tele. Products	12 20	12 00	12 20
	11	Egyptian Studio Co	122 33	120 00	122 33
	13	Bangle Springs	117 60		117 60
	14	Capital Cary Corp	65 10	60 00	15 10
	14	J.A. Mallalieu Lumber & Coal Co.	14 00		14 00
	15	Capital Cary Corp	60 00	30 00	10 00
	16	J.E. Bolaton Inc	10 00	9 50	2 50
	16	J.A. Mallalieu Lumber & Coal Co	106 63	106 63	
	16	James Lee Stabel Inc	5 00	3 00	5 00
			193 96	141 13	527 513
		General Union Trust Co.			15 000
		Sundry Disbursements			2 500
					2377 513

August 16, 1924.

In reply please
refer to 8/16/24 LCS

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, we are sending statement showing total sales and actual cash collections on D. W. Griffith's AMERICA for the week ending August 2, 1924.

A M E R I C A

Sales $21,815.00

Collections..... 5,730.00 (actual)

Yours truly,

UNITED ARTISTS CORPORATION

Controller
F. A. Beach

LCS:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

August 18th 1924

Mr. William G. Barrett,
170 Martine Avenue,
White Plains, N.Y.

Dear Mr. Barrett:-

Replying to yours of the 16th inst., I wish to advise that the mortgage against the Griffith Studio property amounts to $117,500. This mortgage is due in September, but is being extended for another year, and if desired, I am quite certain it can be extended for a further period.

The minnimum that can be accepted as a cash payment is 25% of the purchase price. The cash payment will be determined by the use to which the purchaser intends to put the property.

Very truly yours,

R

D.W. griffith collection
MUSEUM OF MODERN ART FILM LIBRARY

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D. W. Griffith, Incorporated
INTER-OFFICE MESSAGE

To Mr. Banshaf

From Mr. Grey

Date Aug. 16, 1924.

Time

Reply to

Dear Mr. Banshaf:

Will you kindly have the attached contracts corrected, as per letter from the Continental Trading Co. Inc.

They are correct on the price, it should be $1500 for "The White Rose" as the correspondence shows. I find from the studio that they can make the prints at 3¢ cost price, so as others are doing it there is no reason why we should not.

Will you also have article b of the first paragraph changed to read that print of "The White Rose" is to be delivered immediately upon completion and print of "One Exciting Night" on or before Oct. 31st.

Will you please have these contract changed to-day as we need the money very much.

Please make all replies on back of this memorandum.

Aug. 18, 1924.

Creole Enterprises,
223 S. Liberty Street,
New Orleans, La.

Gentlemen:

Referring to our contract with the Saenger Amusement Company of New Orleans, La. we wish to advise that the prints of "The Fall of Babylon" and "The Mother and the Law" have not as yet been returned to us although in your letter of July 25th you advised that same were being returned. Will you kindly look into this matter at once and see that the prints at shipped back, advising us date of shipment.

We regret to advise that we are unable to take back any of the advertising matter which you have on hand, owing to our limited facilities for the storing of same. However, we suggest that you get in touch with the Enterprise Distributing Corporation, 87 Walton Street, Atlanta, Ga. who handle these productions in that territory and it is possible they may be interested in whatever stock you have on hand.

Very truly yours,

Wark Producing Corporation.

CC

D. W. GRIFFITH, INC.,

-to-

PATRICK A. POWERS

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That D. W. Griffith, Incorporated, a Maryland corporation, having an office at 1476 Broadway, in the City, County and State of New York, for value received, has bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer unto PATRICK A. POWERS, of 725 Seventh Avenue, City County and State of New York, certificate No. 9 for 300 shares of the preferred stock of United Artists Corporation, a Delaware corporation, standing in its name on the books of the said United Artists Corporation, and does hereby constitute and appoint MILTON FERGUSON and/or DONALD C. MUHLEMAN, its true and lawful Attorney for and in its name and stead and to his own use, to sell, assign, transfer and set over all or any part of said Stock, and for that purpose to make and execute all necessary acts of Assignment and Transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that its said Attorney or substitute or substitutes shall lawfully do by virtue hereof.

This assignment is subject, however, to prior rights of First National Bank of Mamaroneck, Mamaroneck, New York, in and to the shares of stock herein transferred, and heretofore pledged with said First National Bank of Mamaroneck as security for a loan made by said Bank to the undersigned, and is also subject to assignment executed and delivered by the undersigned to Central Union Trust Company of New York under date of the day of August, 1924.

This assignment is made pursuant to and in accordance with the terms of a certain agreement entered into by and between D. W. Griffith, D. W. Griffith, Incorporated, and Patrick A. Powers under date of January 25th 1924.

IN WITNESS WHEREOF, said D. W. Griffith, Incorporated, has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, this 19th day of August, 1934.

D. W. GRIFFITH, INCORPORATED,

ATTEST:

Secretary

By

Vice-President

D. W. GRIFFITH, INC.,

-to-

CENTRAL UNION TRUST COMPANY
OF NEW YORK

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That D. W. Griffith, Incorporated, a Maryland corporation, having an office at 1476 Broadway, in the City, County and State of New York, for value received, has bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer unto CENTRAL UNION TRUST COMPANY OF NEW YORK, of 80 Broadway, City, County and State of New York, (subject, however, to prior rights of First National Bank of Mamaroneck, Mamaroneck, New York, in and to the shares of stock herein transferred, and heretofore pledged with said First National Bank of Mamaroneck as security for a loan made by said Bank to the undersigned) certificate No. 9 for 300 shares of the preferred stock of UnitedArtists Corporation, a Delaware corporation, standing in its name on the books of the said United Artists Corporation, and does hereby constitute and appoint its true and lawful Attorney for and in its name and stead to its own use, to sell, assign, transfer and set over all or any part of said Stock, and for that purpose to make and execute all necessary acts of Assignment and Transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that its said Attorney or substitute or substitutes shall lawfully do by virtue hereof.

This Assignment is made pursuant to and in accordance with the terms of a certain agreement entered into by and between D. W. Griffith, D. W. Griffith, Incorporated, and Central Union Trust Company of New York under date of October 22nd, 1923.

IN WITNESS WHEREOF, D. W. Griffith, Incorporated, has caused these presents to be signed by its duly authorized

officers, and its corporate seal to be hereunto affixed, this day of August, one thousand nine hundred and twenty-four.

ATTEST: D. W. GRIFFITH, INCORPORATED,

Secretary

By

Vice-President

97.1

LARRIN, RATHBONE & PERRY

CABLE ADDRESS "LARYERLY" NEW YORK

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN M. PERRY
ARTHUR W. VAN BRUNT
HENRY V. POOR
ALBERT ATTERBURY
HERBERT BURRINGTON
NICHOLAS BELLEY
DONALD S. MUNDEMAN
STEWART M. BATSCOM
T. J. P. MARTIN
JAMES L. BARRS, JR.

Central Union Trust Company Building

30 Broadway, New York

August 19, 1924.

Mr. Albert H.T. Benshaf,
130 West 42nd Street,
New York City.

Dear Benshaf: Re: D.W. Griffith, Inc.

I received your letter of the 15th inst. under date of the 16th, also the enclosures as mentioned.

I am forwarding these papers to Central Union Trust Company and notifying Mr. Powers accordingly.

I presume when you speak of the delivery of these papers to me to be held on behalf of the Central Union Trust Co., etc., that you intended they would be delivered to the Trust Company. In any event, that was our agreement.

I am also sending a copy of the assignments to the First National Bank of Mamaroneck with a request that they make note thereof.

Very truly yours,

DCM/MF

COPY

- - - - - - - - - - - - - - - - - -

P.W. GRIFFITH INCORPORATED

and

LORT C. BARNETTE

- - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - -

AGREEMENT made and entered into this 1st day of August, 1924, by and between D. W. GRIFFITH, INCORPORATED, a Maryland corporation, having an office at 1476 Broadway, in the City and State of New York, hereinafter referred to as the "Lessor", party of the first part, and LOUIS C. BARNSTEN, of 93-95 Stationsweg, The Hague, Holland, hereinafter referred to as the "Lessee" party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor is the sole owner of the motion picture photoplays entitled "THE WHITE ROSE" and "ONE EXCITING NIGHT"; and

WHEREAS, the Lessee is desirous of obtaining the exclusive right to exhibit and distribute for exhibition positive prints of said photoplays throughout the Kingdom of Holland, hereinafter referred to as the "Territory" on the terms hereinafter more particularly set forth,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby do agree as follows:

FIRST: (a) The Lessor shall deliver to the Lessee and the latter shall take on the terms hereinafter specified one complete positive print of each of the motion pictures entitled "THE WHITE ROSE" and "ONE EXCITING NIGHT" produced by D. W. Griffith, with "tell-tale" titles.

(b) The Lessor agrees to deliver to the Lessee and the Lessee agrees to take the positive print of the photoplay "THE WHITE ROSE" immediately upon completion of the printing thereof, and the positive print of the photoplay "ONE EXCITING NIGHT" on or before the 31st day of October, 1924, conditioned upon the payments to be made to the Lessor by the Lessee as hereinafter specified.

SECOND: The Lessor hereby licenses the Lessee to exhibit and distribute in the aforesaid Territory the said motion picture photoplays, and the license thereof is granted for a period of three (3) years from the date of this agreement. The legal title of all prints delivered hereunder shall at all times remain in the Lessor.

THIRD: The Lessor shall deliver, and the Lessee shall accept delivery of all prints of said photoplays as now edited, or as may hereafter be edited by the Lessor, at the office of the Lessor, #1476 Broadway, New York, N.Y., or at such other place as the Lessor may designate in writing, and the holding of such positive prints by the Lessor at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of delivery is expressly waived by the Lessee.

FOURTH: The Lessee shall pay to the Lessor at its office in the City of New York, the sum of Thirty-five hundred ($3500.) dollars, plus the sum of Three (3¢) cents per linear foot as a royalty for use of said print, for each positive print delivered, said sum of Thirty-five hundred ($3500.))) Dollars plus the sum of Three (3¢) cents per linear foot for each print delivered in accordance with the terms of this agreement to be due and payable to the Lessor as follows:

> Two thousand ($2,000.) dollar in cash upon the execution and delivery of this agreement, receipt whereof is hereby acknowledged, plus the sum of Three (3¢) cents per linear foot for the positive print or prints of the photoplay "THE WHITE ROSE" to be delivered as hereinbefore provided;
>
> One thousand five-hundred ($1500.) dollars in cash on or before October 31st, 1924, plus the sum of Three (3¢) cents per linear foot for the positive print or prints of the photoplay "ONE EXCITING NIGHT" to be then delivered.

FIFTH: The Lessor shall furnish to the Lessee, as long as the negatives of said photoplays are in existence, and during the term of this agreement, additional prints of

each of said photoplays, as now edited or as the same may hereafter be edited by the Lessor, not to exceed, however, a maximum of six (6) prints of each of the aforesaid photoplays which number of prints shall be the maximum number of positive prints the Lessee shall have his possession or under his control at any one time, upon payment to the Lessor of an additional royalty in the sum of three (3¢) cents per foot for each linear foot of any such additional prints immediately upon delivery of said print or prints as hereinbefore provided.

SIXTH: The Lessee further agrees that he will in no event permit the exhibition or projection of a defective print of any of the said photoplays.

SEVENTH: It is understood and agreed that the price per foot of said positive prints as set forth herein is based upon the present price of raw positive stock, and in the event of increase of the cost of raw positive stock, or in the event that the Federal, State or Municipal Government of the Country in which said positive prints are made levies a tax upon such motion picture film or raw positive stock, or in the event that such duly constituted Govermental authorities or any of them should levy a sales tax thereon, the price per foot as set forth herein shall be increased by such amount of increased cost per foot, or sales tax on the print as a whole, or otherwise, if levied.

EIGHTH: Every print delivered to the Lessee under this agreement is to be returned to the Lessor, as the Lessor may designate, immediately upon the expiration of the license herein contained, and the Lessee hereby agrees that he will at once upon the loss or destruction of any of the positive prints delivered to him under this agreement, or any part of such positive prints, execute an affidavit satisfactory to the Lessor covering the cause of loss or destruction thereof.

NINTH: The Lessee agrees and guarantees that he will not permit any of the prints furnished by the Lessor to be

copied or duplicated or shown outside of the Territory aforesaid, nor hire any copies thereof unless directly obtained from the Lessor pursuant to the terms and at the rate mentioned in this agreement, and the Lessee shall immediately notify the Lessor of any infringement of copyright of said photoplays delivered pursuant to this agreement.

TENTH: The Lessor agrees that it will not exhibit the said photoplays delivered to the Lessee hereunder in said Territory, nor will it cause the same to be exhibited therein, and the Lessor will not lease, license, hire, supply or sell prints of such productions to any person, firm or corporation or association for use in said Territory during the term of the license herein granted, nor let, lease, license hire, market, dispose of, exhibit or permit others than the Lessee or those deriving their rights to exhibit from said Lessee so far as the Lessor may control such exhibition by others to exhibit such photoplays or any of them.

ELEVENTH: The Lessor hereby gives and grants to the Lessee the right to enjoin any showing of the aforesaid motion picture photoplays, or any of them, except by the Lessee under this agreement by any party not authorized so to exhibit said photoplays, or any of them, in the said Territory, and to sue for damages therefor, but any such action shall be taken at the expense of the Lessee, and the Lessor shall in no way be liable for the acts of the Lessee in relation thereto.

TWELFTH: In the event that the Lessee makes default

(a) in paying to the Lessor any of the sums herein agreed to be paid

(b) in exhibiting prints of the said photoplay outside of the aforesaid Territory

(c) in assigning his interest in this agrement, except as herein provided for, by either voluntary or in-

voluntary act, or should the Lessee file a petition in bankruptcy or be adjudged a bankrupt, or be adjudicated or be judicially declared insolvent, or unable to pay his debts, or be judicially granted an extension of time to pay his debts, or upon other breach or default by the Lessee, then on the happening of any one or more of these defaults, the Lessor may at its option terminat this agreement by giving ten (10) days' notice in writing to the Lessee declaring its intention so to do, and may then seize and take wherever found any and all prints theretofore furnished by the Lessor to the Lessee, and the Lessor may also enjoin in any Court or Courts having jurisdiction the use of any or all prints furnished by the Lessor to the Lessee hereunder, and any and all sums theretofore paid by the Lessee shall be forfeited as liquidated damages.

THIRTEENTH: The rights and remedies hereinbefore last given to the Lessor are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Lessor, and any waiver by the Lessor of any breach by the Lessee, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or a consent to any subsequent breach on the part of the Lessee.

FOURTEENTH: The prints of said motion picture photoplays delivered hereunder shall not be cut by the Lessee unless censored by duly constituted Governmental authority, and shall be exhibited with all titles, sub-titles, trailers and leaders, if any, in the continuity of the story as now or as may hereafter be delivered to the Lessee, and with appropriate musical accompaniment as prepared by the Lessor.

FIFTEENTH: It is understood and agreed that the Lessee is not the representative of the Lessor in any manner whatsoever and the Lessee agrees that it will not so hold out, either by advertising or otherwise, to the public or trade or to any person whomsoever, and that the Lessor shall not be liable for or bound by any representation, act or omission whatever of the Lessee.

It is further expressly understood and agreed that this agreement in nowise constitutes a partnership between the parties hereto. This agreement is declared to be personal, in respect to each of the parties, and it is agreed that the Lessee shall not be permitted to assign this agreement without the written consent of the Lessor.

SIXTEENTH: This agreement being signed and entered into in New York, New York, it is agreed that the law to be applied to any matters hereunder shall be that of the State of New York and of the UnitedStates of America.

SEVENTEENTH: Neither party hereto shall be liable for any defaults or delays caused by act of God, war or other circumstances beyond their control.

EIGHTEENTH: The covenants herein contained shall bind the heirs, administrators and executors of the Lessee, and the successors and assigns of the Lessor.

NINETEENTH: It is further agreed that the name of "D.W.GRIFFITH" shall appear as producer of said photoplays, and his name shall be in a s large type as any other printed matter on all prints, lithographs, posters and other advertising, including newspaper advertisements and other advertising accessories.

TWENTIETH: It is further agreed that the Lessee shall have no right to copyright said photoplays or register the names of any thereof, or the name of D.W.Griffith, or D.W. Griffith, Incorporated, or any name similar thereto, as a

trademark in any form whatsoever, and it is further agreed between the parties that this agreement does not assign to, license or confer upon the Lessee any performing or producing rights or interest in the copyright of said motion picture photoplays, or any of them, except the limited right of production or exhibition for the period herein mentioned.

TWENTY-FIRST: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of D.W. GRIFFITH, INCORPORATED, or any other company, shall be binding or be considered a part of any agreement between the Lessor and the Lessee, unless herein expressly contained, and no variation or modification of this agreement shall be made, except in writing, signed on the part of the Lessor by its President or Vice-President, who, it is mutually agreed, are the only persons authorized to sign the same on behalf of the Lessor.

TWENTY-SECOND: Any notice under this agreement to be given to the Lessor shall be given at its office #1476 Broadway New York, N.Y., or as it may hereafter in writing direct, and any notice under this agreement to be given to the Lessee shall be given to him at 93-95 Stationsweg, The Hague, Holland.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed and the Lessee has signed and sealed these presents the day and year first above written.

D.W.GRIFFITH, INCORPORATED.

By Albert L. Grey V.P. (XXXX)

L.C. Garrison (L.S

CITY, COUNTY AND)
; ss.:
STATE OF NEW YORK)

On this 19th day of August, 1924, before me personally came ALBERT L. GREY, to me known and known who, being by me duly sworn, did depose and say that he resides at New Rochelle, New York, that he is the Vice-President of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Robert Gaelle

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 305
New York County Register's No. 6319
Commission expires March 30, 1925

CITY, COUNTY AND)
; ss.:
STATE OF NEW YORK)

On this 19th day of August, 1924, before me personally came LOET C. BARNSTYN, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

J. F. Tompkins

NOTARY PUBLIC, Bronx County No. 18
Certificate filed in New York Co. No. 180
New York Register No. 6149
My commission expires March 30th 1926

OFFICIAL ORGAN OF THE PROVINCE OF ILLINOIS

The New World

PUBLISHED BY THE CATHOLIC PRESS CO. (INCORPORATED)

326 SOUTH MICHIGAN AVE.
1447 McCORMICK BLDG.

TELEPHONE WABASH 9488

ok
W+Conlon

CHICAGO August 20, 1924.

this has been taken care of.
RAK

D. W. Griffith, Incorporated,
Orienta Point,
Mamaroneck, N. Y.

Gentlemen:-

Enclosed is a copy of a letter addressed to you June 27. The account has not been paid nor have we received a reply to our letter.

We are again sending a statement of the account and copies of the papers in which the advertisement was published.

Please be good enough to send payment for the account at once.

Very truly yours,

THE NEW WORLD.

James J. Brady
Manager.

Encl.
JJB: CR.

I could not find any record of this account on the Road Show Statements.
RAK

COPY

REPORT - LONDON

August 30, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDED AUGUST 16, 1924

1. Nothing exceptional occurred this week.

2. No changes were madein the personnel.

3. The expenses for the week just ended amounted to £275.12.1.

4. The total business from each of the branches for the week amounted to:

Birmingham - - - - - - -	£316. 0. 0
Cardiff - - - - - - - - -	343.10. 0
Glasgow - - - - - - - - -	248. 0. 0
Leeds - - - - - - - - - -	257.10. 0
Liverpool - - - - - - - -	165. 0. 0
Manchester - - - - - - -	526. 1. 5
Newcastle - - - - - - - -	127.10. 0
Ireland - - - - - - - - -	69. 0. 0
London - - - - - - - - -	983.19. 5
	£3036.10.10

The cash collections for the week amounted to £2,510.16. 5.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

August 20th 1924

Mr. Robert Biggs,
604 Union Trust Bldg.,
Baltimore, Md.

Dear Sir: Re: Estate of David Shay, Deceased

Will you kindly advise me at your early convenience as to when D. W. Griffith, Inc., may expect to receive the funds due it and on deposit with the Commonwealth Bank?

I understand Mr. O'Shay has forwarded the necessary consents and administration papers to you. However, should you require any further papers, will you kindly advise me immediately so that this matter may be expedited?

Thanking you for your courtesy and attention, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

United Artists Corporation
1334
Vine Street
Philadelphia, Pa.

August 30th, 1934.

Mr. A. L. Gray,
D. W. Griffiths, Inc,
1476 Broadway,
New York City,

Dear Mr. Gray:-

Mr. Tony Luchese of the De Luxe Film Company of Philadelphia will be in to see you regarding JUDITH, either to-morrow or Tuesday of next week.

Should he want to buy the picture, I would advise you to quote him about $600.00 to $750.00 in cash, and a percentage, as I have two or three other companies that are very much interested in this picture.

With kindest regards, I beg to remain

Cordially yours,

Mark L. Steinberger

MW:AC

August 30, 1924.

In reply please
refer to 3/20/24 LCS

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, we are sending statement showing total sales and actual cash collections on D. W. Griffith's AMERICA for the week ending August 9, 1924:

AMERICA

Sales.....$ 39,275.00
Collections 12,387.28 (actual)

Yours truly,

UNITED ARTISTS CORPORATION

Controller
F. A. Beach

LCS:AP

Griffith bristol hotel berlin

Telegraphie des Deutschen Reichs.

Berlin, Haupt-Telegraphenamt

610/20 London 10319 83 20/9 5-35 n =

- editor of sunday express is anxious to print and specially feature thousand words by you stating our case against the censor consider rather important to do this in view of scurrilous attacks by swaffer in " the people " which i am posting you by togeter with all newspaper cuttings article for express must reach here by friday evening please post or wire it to me 26 bedford street or if you cannot do it this week please advise mcpherson + ~~vol 26~~

C
O
P
Y

144318

American Foreign Service Report.

August 31, 1924.

No. 41
Office: Legation, Copenhagen.
Geographic designation: DENMARK.
Schedule No. and Subject: E6694 Motion pictures.
Title: Formation of a European Film Trust.
Source: Rumored.

From John Dynelay Prince, Chief of Mission.

Reference to previous reports: None.

1. It is rumored that the German film trust "WestiFilm", which is controlled by the Stinnes interests, is endeavoring to form a European film trust, which should have for its object the exclusion of American films.

2. It is the intention to open a main office for Scandinavia in Copenhagen, as well as to acquire a Scandinavian film company and a number of moving picture theatres, for which object the sum of one million dollars has been placed at disposal. It is stated that negotiations have been carried on for the acquisition of the Danish film company "Palladium".

3. The trust has been working energetically to gain control of as many film companies and moving picture theatres in Europe as possible. They are now working in Germany (where the main-office is located), in England, France, Spain, Portugal, Holland, Italy, Switzerland, Austria, Hungary, Russia, Czechoslovakia and the Baltic countries. Among the known film companies controlled by the trust are Ossi Oswalda-Production, Sternfilm, Charitonoff, Hagenbeckfilm, Deunligfilm, Henny Porten-Production, Lux-Film, Kolos-Film, Kerre-Film, Mercator-Film, Michel Luzzi-Film, all of which are located in France, Germany and Belgium. The "Westi-Film" also owns all the Dutch moving picture theatres formerly owned and operated by the Moving Picture King Tuchinskis.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ATTORNEYS & COUNSELLORS AT LAW
GEORGE F. HARRIER
M. L. MALEVINSKY
ARTHUR F. BRISSELL
JOSEPH W. MARRAUTH
RICHARD J. HAGGEY
ARTHUR G. HALSH
EDWARD C. RAFTERY

IN RE

August 22nd 1934

Mr. Albert H. T. Banshaf,
c/o Messrs. Banshaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I wrote you on August 16th, asking you to let me know definitely, one way or another, whether you would accept service if we brought a suit on behalf of United Artists against Mr. Griffith. Not having heard from you we are writing Mr. Ludvigh, a copy of which letter is enclosed. This is wholly without prejudice to any of the parties involved.

Very truly yours,

M. L. Malevinsky

MLM/B
Enc.

188

August 28th, 1924

Mr. Max John Ludvigh,
c/o Famous Players-Lasky Corpn.,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:-

I am returning to you herewith copy of Griffith-Famous Players-Lasky Corporation contract. I have taken the liberty of making a copy of this contract for our files.

We have repeatedly asked Mr. Bamshaf if he will accept service in the event that we brought an action against Mr. Griffith, and we have been unable to obtain any answer from him one way or another. We cannot serve Mr. Griffith while he is in Germany. Furthermore, except for the contract that you show us we have no way of ascertaining that Mr. Griffith has any intention of violating his contract with the United Artists. Furthermore, by virtue of the ninth paragraph of your contract it would seem that Mr. Griffith anticipated that your contract might be suspended.

Very truly yours,

MLM/B
Enc.

124

August 28th 1934

Judge F. H. Collins,
Boston Post Road,
Larchmont, N.Y.

Dear Sir:-

Enclosed you will find letter granting permission to inspect the Griffith Studio as requested.

This also confirms telephone conversation advising you that the asking price for the Griffith Studio property at Orient Point is $750,000., instead of $550,000. which latter figure was quoted in error.

Very truly yours,

R

August 22nd 1924

Judge P. H. Collins,
Seaton Post Road,
Larchmont, N. Y.

Dear Sir:-

If you will have your party present this letter to the gateman at the Griffith Studio at Orients Point, he will permit you or your party to inspect the property.

Very truly yours,

R

GERSHON PENBLETON & LITTLE
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 WEST 42d STREET
NEW YORK

GERSHON H. T. GERSHON
JOHN D. PENBLETON
H. GLAY LITTLE

TELEPHONE
BRYANT 9887
CABLE ADDRESS
"GERGAN"

124

August 22nd 1924

Village Clerk,
Mamaroneck, N. Y.

Dear Sir:-

Will you kindly advise me whether the Zoning Ordinances have been adopted by the Village of Mamaroneck, and if so, upon what date do such ordinances take effect.

Thanking you for your courtesy, I remain

Very truly yours,

Albert H. Bagley

8/23/24

R

Not yet adopted
Village Clerk

129

Music America

Office of Secretary
130 W. 42nd St.
New York City.

August 28th 1924.

Oliver Ditson Company,
178 Tremont Street,
Boston, Mass.

Attention Mr. E.A. Woodman.

Gentlemen:

We have your favor of the 7th inst. enclosing letter of permission to use the composition "AT DAWNING" for the orchestral arrangement of our photoplay "AMERICA" and are enclosing herewith duplicate of said letter acknowledged by this Corporation.

Payment of the sum of $75. will be made to you in due course.

As per your request we are also enclosing copy of General Release givengby you to cover prior pictures.

Very truly yours,

D.W.GRIFFITH INCORPORATED

By_____
Secretary.

R/GDM
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IMPERIAL PICTURES

1302 VINE STREET

PHILADELPHIA, PA.

BELL PHONE, SPRUCE 0939

August 28nd 1934

Mr M. D. Weinberger,
1476 Broadway,
New York, N. Y.

Dear Mr Weinberger:-

Mr Given did not return to Philadelphia until this afternoon so came to the conclusion to write you at your New York office instead of wiring Cleveland.

Mr Given considers JUDITH OF BETHULIA might be worth a play if he could see a print so as to form a proper opinion as to its value to day. Could you send over a print for screening?. We will return it without delay.

Awaiting your early reply and with kindest regards, I am.

Very truly yours.

Wm. F. Caroline

Imperial Pictures

Sent Weinberger a print 8-28-34

27 #1186

CREOLE ENTERPRISES

S. J. BRIANT, Manager — "SY" BRIGGS, Field Representative

622 S. LIBERTY STREET

NEW ORLEANS,

August 18
1924

D. W. Griffith, Inc,
303 Longacre Bldg.,
New York, N. Y.

Your letter of August 16 received. We wish to advise that prints of MOTHER AND THE LAW and THE FALL OF BABYLON were shipped out of this office on August 7 to the following address, as per your request.

D. W. Griffith Incorporated,
Orienta Point,
Mamaroneck, New York.

Yours very truly,

CREOLE ENTERPRISES

J. Springler c.

SHIPPING DEPARTMENT

OC

Not here
have shipped.

GET YOUR MOVING PICTURE SUPPLIES FROM CREOLE, WE ARE AGENTS FOR

ACME PORTABLE PROJECTORS
NATIONAL COLUMBIA
BIO-CARBONS

NATIONAL TICKET SELLING MACHINES
GARDNER SCREENS
MINUSA DE LUXE SCREENS
MINUSA STANDARD SCREENS

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. MANSHAP, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1160

August 23rd 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Mother & The Law		787		
Fall Of Babylon		36210		
Way Down East		30		
Judith Of Bethulia		3874		
The Love Flower		695		
	0	41596	0	0

Positive stock used

Powers	260	
Goerz	430	
Eastman	4599	
Belgian	1848	
Agfa	*34459	41596

Agfa stock used on Babylon & Mother-Law property of Epoch

D.W. Griffith, Incorporated
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING AUGUST 23RD, 1924.

CASH BALANCE AUGUST 16TH, 1924.		271.81	
CASH RECEIPTS			
D.W. Griffith Special Loan	4000.00		
Empire Trust Co.	15710.00		
Sale White Rose Holland	1500.00		
" Exciting Night "	500.00		
United Artists Corp.	15000.00	34710.00	
(Pd. direct to C.U.T. Co.)			
Cash to be accounted for			34981.81
CASH DISBURSEMENTS			
Commanday Roth Inc.	500.00		
A.W. Gerstner	148.65		
Sweeney Litho. Co.	287.96		
H.C. Miner Litho. Co.	2369.66		
Winterburn Print	615.00		
" "	147.00		
Capehart Carey Corp.	500.00		
Central Union Trust Co.	15000.00		
		19568.27	
SUNDRIES			
C.J. Briel	100.00		
National Printing & Engraving	41.55		
Power Film Products Inc.	15.70		
Hepners	16.50		
First National Bank	10.00		
Samuel K. Jacobs	500.00	683.75	
PAYMENT ON ACCOUNT OF U-8			
COVERED BY TRANSFER FROM EMPIRE TRUST CO:			
J.C.Epping Cable Transfer		12210.00	
Total Disbursements			32482.02
Balance on Hand.			2499.79

D.W. GRIFFITH INCORPORATED
LIST OF DISBURSEMENTS FOR WEEK ENDING AUGUST 23RD, 1934.

DATE DUE	NAME	AMOUNT DUE	AMOUNT REDUCED	AMOUNT PAID
August 18th	Commanday-Roth Co. Inc.	$ 2500.00	$ 2000.00	$ 500.00
" 18	A.W. Gerstner Co.	148.65		148.65
" 20	Sweeney Litho. Co.	267.96		267.96
" 20	H.C. Miner Litho. Co.	2389.66	1500.00	889.66
" 22	Winterburn Press	2615.00	2000.00	615.00
" 22	" "	147.00		147.00
" 23	Capehart Carey Corp.	1000.00	500.00	500.00
" 23	Sam & Lee Shubert	2500.00	2000.00	500.00
		$11568.27	$ 8000.00	3568.27
	Central Union Trust Co.			15000.00
	Miscellaneous Cash Expenditures			3500.00
				22068.27

August 25, 1924

My dear Mr Griffith:

When you were producing "America" Miss Lucille La Verne took me with her to your studio at Mamaroneck, and when you needed a few more 'extras', 'loaned' me to you for a shot or two. I was in one

close-up with the leads, and Miss La Verne considered that I succeeded well.

Since that experience I have played the lead in Miss La Verne's play 'Sue Ely', for which she trained me as she had confidence in my ability.

The play goes on the road this season, and I was offered the part of 'Anny' again, but as I thought the salary was not sufficient for a tour engagement I refused it.

I am sending you two criticisms of my work, from Chicago papers, received after five performances, my first stage experience, through Miss La Verne's training.

I know I can make good. I am not afraid of hard work, have natural ability and personality, and all I want is the chance.

If you are in New York

and would kindly give me an interview, I should be very grateful. If this is impossible, is there anyone here whose judgement you would accept as to my fitness for the role that I might go to?

Then, if you could see me either here or any where else, I could arrange to come when you needed me.

If you would like to have a photograph I could send you one full face, and another profile.

It has been my one

ambition, always, to do emotional and character work — everything I have done has been with that idea in view, and since I first saw "The Birth of a Nation", to be trained by, or under, D. W. Griffith.

Sincerely Yours,

Olga Lane

59 West 86th St.,
New York, N.Y.
Schuyler 7635

188

August 28th 1924.

M. L. Malevinsky, Esq.
162 West 48nd Street,
New York City.

Dear Mr. Malevinsky:

In reply to your favor of the 22nd inst. I beg to advise that I cannot accept service on behalf of Mr. Griffith before having received personal instructions from him so to do.

Since Mr. Griffith is expected to return to this country in a short time I do not wish to take the matter up with him by cable, and will therefore await his arrival.

Very truly yours,

AHTB:MD

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

ALLIED ARTISTS CORP., LTD.
66-68 HARBOUR STREET
LONDON, W.1.
ENGLAND

Aug. 30, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING AUG. 23, 1934

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week just ended amounted to £1039. 7. 5.

4. The total business from each of the branches for the week amounted to:

Birmingham	£576.10. 0
Cardiff	433. 0. 0
Glasgow	157. 0. 0
Leeds	197. 0. 0
Liverpool	125. 0. 0
Manchester	335. 0. 0
Newcastle	152.10. 0
Ireland	82. 0. 0
London	959. 0. 0
	£3017. 0. 0

Cash collections for the week amounted to £2,453.18. 4.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CABLE ADDRESS
BRANDKIRK, NEW YORK

TELEPHONES
VANDERBILT [illegible]

BRANDT & KIRKPATRICK

101 PARK AVENUE
NEW YORK

August 25,1924.

Mr. Anthony Paul Kelly,
The Lamb's Club,
128 West 44th Street,
New York City.

Dear Mr. Kelly:

As Mr. Banshaf wanted a new clause in the contract giving the right to publish synopses of The Little Fraulein and The Big World, for publicity purposes, it was simpler to have the contract re-drawn. We also put in the other minor change requested.

It was so difficult to re-word the clause covering payment because the gross figure which the picture must make before Miss Wylie was to receive the further four thousand dollars ($4,000.00), is not settled upon. Therefore I have drawn up a short letter for Mr. Griffith to sign covering this arrangement. If Mr. Griffith's attorneys do not approve of this arrangement, perhaps they can draw up the proper clause to substitute for Number Seven(7) in the contract, but it was beyond my powers.

I am enclosing the new version of the contract and the proposed letter. Just as soon as I hear from you I will send the new papers on to Miss Wylie and ask her in signing them, to have them acknowledged before an American Consular officer.

Very truly yours,

Lillian Worthington.

LW:AS

P.S. I am returning your original copy of the contract as you will probably want to have it among your papers until we deliver an executed copy of the revised version. L.W.

United Artists Corporation

2141 Prospect Avenue

Cleveland Ohio

August 25th, 1924.

Mr. Albert L. Grey,
1476 Broadway,
New York, N.Y.

Dear Mr. Grey:

The attached letter from Mr. Donohue is self-explanatory. I could not do anything with him while I was in Philadelphia as his branch manager was out of town. Should you be unsuccessful in closing with Tony Luchese, I would deem it advisable you take the matter up with this company as I have them pretty well sold on JUDITH. I quoted Mr. Donohue $1500.00 for eastern Pennsylvania and southern New Jersey rights which figure we can bring down considerably if forced to.

I am positive that from now on we will get better results with his DARKER SELF. The branches practically forgot all about this picture but you can be assured that I will change this condition. I am going over the different situations with the different branch managers and salesmen and making them understand that we will take no excuses whatsoever from them and that we want to see actual accomplishments. I know that after what I have to say, they will begin to respond with contracts. In fact, during my few days stay in Cleveland, they closed more business than they have in the last four or five weeks combined.

The first run on AMERICA is sold in Philadelphia but went over the territory with the branch manager Mr. Hennesy and he seems to be on the right track as to how this picture should be sold in the Philadelphia territory. Pat Campbell is handling the situation very well here in Cleveland so there really is not much aid I can give him.

I am negotiating for the sale of JUDITH in this territory and will know something definite today.

With kindest regards, I beg to remain,

Cordially yours,

Mack D. Steinberg

MW/EG

P.S. I am also attaching last week's expense account. Will you kindly forward check to me care of the Congress Hotel, Chicago, Ill.

124

J. ROSS COLLINS

#349 Broadway,
New York City,
Aug. 26, 1924.

Mr. A. H. Banshaf,
130 W. 42nd St.,
New York City.

Dear Sir:-

I make my summer home on my yacht "FELICIA" in Larchmont Harbor.

I understand that "Flagler's Point" - the D.W. Griffith property - is for sale, and would like to have a diagram and description of it, together with permission to visit the premises, which I could do towards the end of this week. In general conversation, it was mentioned that the price asked for the property is somewhere between $200,000 and $250,000.

If possible, please deliver to Bearer the desired particulars, and greatly oblige

Very truly yours,

J. Ross Collins

JRC.AB.

D.W. GRIFFITH INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING JULY 26TH, 1924.

Balance on Hand July 19th, 1924		1468.95	
CASH RECEIVED			
United Artists Corp. (Pd. Direct to C.U.T.Co.)	15000.00		
Income from Road Show AMERICA	624.77		
J.C. Epping Special Loan	2000.00		
D.W. Griffith " "	4000.00		
Sundries	150.00		
Empire Trust Co.	11075.00		
		32849.77	
Total Cash for week			34318.72
CASH DISBURSEMENTS			
G. Gannert Inc.	101.56		
Capehart Carey	2700.00		
Exhibitors Trade Review	250.19		
F.A. Lawler	157.25		
Baumarr Co.	116.00		
John L.E. Pell	750.00		
J.E. Brulatour Inc.	2100.23		
Menger, Ring & Weinstein,	50.00		
Albert & Sons	130.00		
Shults Bread Co.	242.23		
John J. Leahy Electrical Supply Co.	682.15		
Central Union Trust Co.	15000.00		
		22389.41	
SUNDRIES			
Reo Motor Car Co.	135.28		
P.W. Campbell (Theatre Loss)	1208.86		
C.J. Breil	300.00		
Consolidated Film Ind. Inc.	67.05		
		1711.19	
PAYMENTS MADE IN U-8 COVERED BY TRANSFER FROM EMPIRE TRUST CO.			
J.C. Epping (Cable Transfer)	8575.00		
Fox Ernst & Crane	1250.00		
		9825.00	
Total Disbursements			33925.60
Balance on Hand			393.12

Aug. 26, 1924.

Mr. Paul Heaney,
T. W. Hankinson Corporation,
469 Fifth Avenue,
New York, N. Y.

Dear Mr. Heaney:

I note that a contract for "His Darker Self" was taken at the Harmony Theatre, Detroit, Michigan, 3 days $125.00. Then collection was reported for this contract only $20 was remitted. Upon inquiry we found that the original contract for 3 days at $125 had been cancelled and a substitute contract made for 2 days at $20. The difference in price on this contract is so great that I cannot refrain from calling the matter to your attention and wondering if you will not be good enough to look into same and advise me the reason for such a reduction.

It has also been brought to my attention that "His Darker Self" was booked to the Auditorium Theatre, Mamaroneck, N. Y. three days for $15 and also at the Playhouse, Rye, N. Y. three days $17.50. At both these houses the picture was featured, and in the specific case of the Auditorium Theatre in Mamaroneck I have definite information that the picture played to capacity each day and was very well received by the audience, which is contrary to your statement to me that the people do not like the picture. It may be true that some people do not like it, but I have found that it is but human nature not to like or value that which can be purchased cheaply. I know for a fact that both of the above mentioned theatres pay from $100 to $150 for three days for their feature pictures, and I see no reason why "His Darker Self" should have been sold in either of these towns for less. Surely the man selling the picture should realize that there is value alone in the mere fact that the production was made in Mamaroneck, N. Y. and at the D. W. Griffith studio, there.

Very truly yours,

President.

G. & H. Pictures Corporation

ALG/CC

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLASS OF SERVICE DESIRED

Fast Telegram	X
Day Letter	
Night Telegram	
Night Letter	

The sender will mark or X opposite the class of service desired; otherwise the message will be transmitted as a telegram.

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Receiving Station

Clerk

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 1

AUGUST 27 1954

105 A
Hum

MRS DIGGS 604 Union Trust Bldg Bank Baltimore Md

MAY I HAVE EARLY REPLY MY LETTER REGARDING GRIFFEN CLAIM

ALBERT H T HANSHAF

Charge Hanshaf & Pembleton 150 = 42

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
M. L. MALEVINSKY
ARTHUR F. DRISCOLL
JOSEPH W. MAGRAUTH
RICHARD J. HARKEY
ARTHUR H. WALSH
EDWARD L. BAFTERY

MALEVINSKY & O'BRIEN
LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

August 27th, 1924

Mr. Albert H. T. Banshaf,
c/o Messrs. Banshaf, Pembleton & Littick,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

I have your letter of August 27th, 1924. I am forwarding copy of this letter to Mr. Ludvigh.

With kindest personal regards.

Very truly yours,

M. L. Malevinsky

MLM/B

Office of the Secretary
140 West 42nd St.,
New York, N. Y.

August 6th 1924

Mr. J. Ross Collins,
[illegible] Broadway,
New York City.

Dear Sir:-

Replying to yours of the 28th inst. with mention to the Griffith Studio property, formerly known as the Slagler property, located at Orient Point, Mamaroneck, beg to advise that you are in error when you state that the price asked for this property is between $200,000. and $250,000. This property was never offered at such a price, as the asking price is $750,000., and we are now entertaining an offer of $550,000.

If you or the parties you have in mind are not prepared to negotiate within the limits of the figures quoted above, it would be useless for you to go into the matter any further.

Very truly yours,

D. W. GRIFFITH INCORPORATED

Secretary

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If the class of service is desired the message will be sent collect as a deferred telegram.

COPY OF WESTERN UNION TELEGRAM

Aug. 28, 1924.

Day Letter

Mr. Hugo Reinhardt
Bristol Hotel
Detroit, Mich.

Judith print finished. Luchese did not arrive. Don't you think best ship print for screening to Imperial and have them ship to you. Advise. Regards.

C. M. Conway

Chg D. W. Griffith, Inc.

Plan 038

Telegramm Nr. 259

Aufgenommen den ..../.... 192..

um ..... Uhr ..... Min. vorm./nachm.

von Ldn

durch .....

griffith bristol hotel berlin =

259

Telegraphie des Deutschen Reichs.

Berlin, Haupt-Telegraphenamt

Leitung Nr. .....
Ldn Si

Befördert den ..../....

um ..... vorm./nachm.

in Ltg. ..... an .....

durch .....

Telegramm aus 339/23 London 5655 34 28 6/54 = ... W. den ..../.... um ..... Uhr ..... Min. vorm./nachm.

wonderful article by atkinson appears daily express today entirely favourmble to you and bitterly attacking censor i urgently suggest you wire me immediately instructing me to thank atkinson warmly for his support and kindness and to tell him you arrive september 3 and then hope to give him immediately full statement of our case for purlication in daily or sunday express suggest you send the sort of wire that can be shown him and if necessary published best wishes mcpherson + ~~3~~ +

C. 18

J. ROSS COLLINS

124

#349 Broadway,
New York City,
Aug. 28, 1924.

Albert H.T.Banshaf,Sectary
D.W.Griffith Inc.,
130 W. 42nd Street,

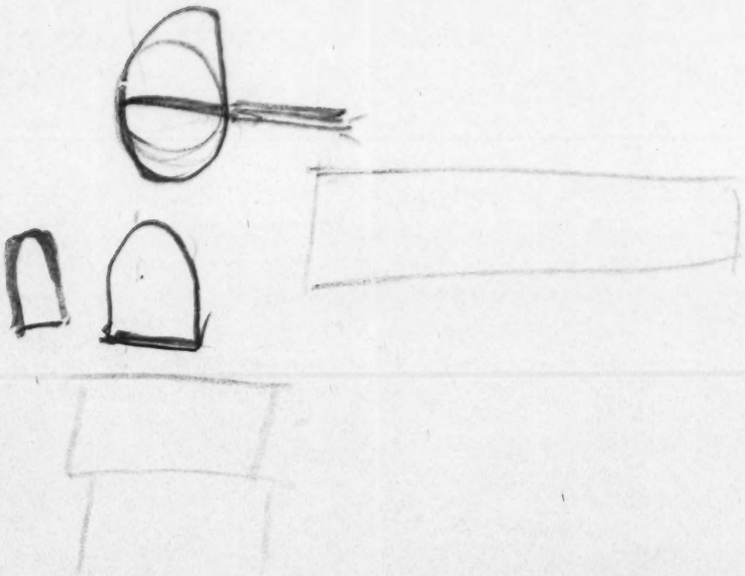
Dear Sir:-

Answering yours of August 27th, I would not be interested at anything like the offer you are entertaining, but if that does not go through, and you are open for negotiations on a lower basis, you might send me an examination permit, and oblige

Very truly yours,

J. Ross Collins
By A.B. Wachsett

JRC.AB.



Producers Distributing Corporation

1600 Fifth Avenue
New York

PAUL S. MOONEY
VICE PRESIDENT

August 28th, 1924

Mr. Albert L. Grey,
D.W. Griffith Inc.,
303 Longacre Building,
New York, N.Y.

Dear Mr. Grey:-

I have read with a great deal of interest your communication of August 26th. So far as the reduction in price with the Harmony Theatre, Detroit, Michigan, the facts are as follows:

When we sold HIS DARKER SELF to the Harmony Theatre, under our contract dated March 7th, this house had a first run policy and the picture was sold to them as a first run attraction in that city. The policy of the house was then changed to a daily change in pictures and we therefore sold this picture, among others, to this theatre at a one day's rental of $25.00. As you know, we obtained a first run contract with the Fox Washington Theatre, dated April 24th, at a rental of $250.00. The $25.00 rental to the Harmony is therefore a second run rental price. This price is substantially the same as our competitors are now receiving from this house.

I am also inquired into our contracts with the Auditorium Theatre, Mamaroneck, and the Playhouse at Rye, N.Y. Your statement that this picture played in both of these houses two days is not borne out by the facts. Shipment of the print was made to the Auditorium in Mamaroneck on August 11th and the print was returned on August 13th, indicating that it was played on August 12th. Shipment of the print to the Playhouse in Rye was made on August 4th and the print was returned on August 6th. The prices that we obtained from both of these houses was for a one day's showing.

With best regards,

Cordially yours,

PRODUCERS DISTRIBUTING CORPORATION

P. S. Mooney

Vice President

PJR:EG

August 28th, 1924.

Mr. Ashcraft,
Hotel Congress,
Chicago, Illinois.

Dear Jim:-

I am enclosing herewith a bill from Thomas Cusack and Company for $160.00 and one from the New World for $131. These bills have not been paid either by the Chicago show or by check from the studio. We have another bill from Thomas Cusack Company for $162.00, for one oil-cloth sign. Did you have two signs at the Auditorium Theatre? If you did, I think this bill is in order and you should O.K. it and I will take care of it as soon as you return it to me.

I am enclosing some correspondence, which I have had with the Exhibitors Supply. I don't think Mr. Conlon has gone to Chicago as yet although he told me he was going, because I saw him here in New York yesterday afternoon, so I wish you would call on the Exhibitors Supply Company and explain the situation to them and see if you cannot get them to cancel this charge of $100.00 for the invoice that I am enclosing.

Thanking you for your kindest attention in this matter, I am

Very truly yours,

D.W. GRIFFITH, INC.

ASSISTANT TREASURER

RBA:REB

CREOLE ENTERPRISES

S. J. RHIANT, Manager

"SY" BRIGGS, Field Representative

422 S. LIBERTY STREET

NEW ORLEANS,

August 28, 1924.

D. W. Griffith, Inc.,
303 Longacre Bldg.,
New York, N. Y.

Gentlemen:-

We are in receipt of your letter of August 25.

For your information, we are attaching hereto copy of express receipt on MOTHER AND THE LAW and THE FALL OF BABYLON, which films were forwarded you on August 7.

We are today taking this matter up with the Southeastern Express Company, and asking them to kindly trace this film.

Yours very truly,

CREOLE ENTERPRISES

J. Springler

SHIPPING DEPARTMENT

OC

GET YOUR MOVING PICTURE SUPPLIES FROM CREOLE, WE ARE AGENTS FOR

ACME PORTABLE PROJECTORS
NATIONAL COLUMBIA
BIO-CARBONS

NATIONAL TICKET SELLING MACHINES
GARDNER SCREENS
MINUSA DE LUXE SCREENS
MINUSA STANDARD SCREENS

Affidavit of Service on Individual (a)

City and State of New York County of ss:

being duly sworn, deposes and says, that he resides at

and that on the
day of 19 , at No.

City of New York, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this
day of 19 }

Commissioner of Deeds, City of New York,
Notary Public, County of

Affidavit of Service on a Corporation

City and State of New York, County of ss:

being duly sworn, deposes and says, that he resides at

and that on the
day of 19 ,at No.

in the Borough of
City of New York, he served
the within summons and complaint on

a corporation, the defendant therein named, by delivering to and leaving a true copy of each thereof personally with

an officer of said corporation, to wit, its

deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said
to be such officer thereof at that time; deponent is over the age of 18 years and not a party to the action

Sworn to before me this
day of 19 }

Commissioner of Deeds, City of New York
Notary Public County of

Index No. Year 19
Vol Fol.

Municipal Court of the City of New York

Borough of MANHATTAN

SIXTH District

LEVING RUBENSTEIN, etc.

Plaintiff

against

D. W. GRIFFITH INC.

Defendant

Summons

AARON HONIG

Attorney for Plaintiff

Office and Post Office Address

25 WEST 43rd STREET

Borough of Manhattan New York City

The nature and substance of the cause of action herein is:

Mortgage Bankers Pub. Co.
"Ellis Island" Series

INDEX No. YEAR 19

Municipal Court of the City of New York

Borough of MANHATTAN : NINTH District.

IRVING BOLLINGHEIM, doing business as
RUBY CAPERA STORAGE

Plaintiff

against

D. H. SHIFFIN INC.

Defendant

Plaintiff's Address 78 Fifth Ave.
New York City

SUMMONS

To the above-named Defendant :

You are hereby Summoned to appear in this action in the Municipal Court of the City of New York, Borough of Manhattan, Ninth District, before the clerk of the said Court at his office at 574 Madison Avenue in the Borough of Manhattan in the City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer judgment will be taken against you for the sum of $ 125. Dollars with interest thereon from the 7th day of September 19 23, together with the costs of this action

DATED, New York City, the 28th day of August 19 24

AARON HONIG
Attorney for Plaintiff
Office and Post Office Address
25 WEST 43rd STREET
Borough of Manhattan New York City

MUNICIPAL COURT OF THE CITY OF NEW YORK.

BOROUGH OF MANHATTAN : NINTH DISTRICT.

- X

IRVING RUBINSTEIN, doing business as
RUBY CAMERA EXCHANGE,

Plaintiff,

-against-

D. W. GRIFFITH, INC.

Defendant.

- X

The plaintiff by AARON MONIG, his attorney, complaining of the defendant, respectfully shews and alleges:

FIRST: That at all the times hereinafter mentioned the plaintiff was engaged in the business of selling, lending and hiring motion picture cameras and accessories, under the firm name and style of Ruby Camera Exchange.

SECOND: That at all the times hereinafter mentioned the defendant was and still is a domestic corporation organized under and by virtue of the laws of the State of New York.

THIRD: That on or about the 7th day of September, 1923, the plaintiff, at the special instance and request of the defendant, its servants, agents and employees, rented to said defendant a Pathe Professional Motion Picture, together with all the accessories thereto belonging, at the agreed price and reasonable value of $25. per week.

FOURTH: That said camera, together with the accessories remained in the possession of the defendant and was used by said defendant continually for a period of five weeks.

FIFTH: That the defendant failed, neglected and refused and still fails, neglects and refuses to pay for the rental as agreed upon, to wit: the sum of $125. which said sum is now due and owing by the defendant to the plaintiff, although the same has been duly demanded.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of $125., with interest thereon from September 7th, 1923, besides the costs and disbursements of this action.

AARON HONIG
Attorney for Plaintiff
25 West 43rd Street,
Borough of Manhattan,
New York City.

STATE OF NEW YORK,
COUNTY OF NEW YORK
CITY OF NEW YORK, } ss.:

IRVING RUBINSTEIN, being duly sworn, deposes and says that he is the Plaintiff in the within action; that he has read the foregoing complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this 28th
day of August 1934

IRVING B. RUBINSTEIN

Benjamin H. Whitestone
Comm. of Deeds, N.Y.City

STATE OF NEW YORK,
COUNTY OF } ss.:

being duly sworn, deposes and says, that he is the of the corporation named in the within entitled action; that he has read the foregoing and knows the contents thereof, and that the same is true to h own knowledge, except as to the matters herein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by is because the said is a corporation and the grounds of deponent's belief as to all matters in the said not stated upon his own knowledge, are investigations which deponent has caused to be made concerning the subject matter of his and information acquired by deponent in the course of his duties as an officer of the said corporation and from the books and papers of said corporation.

Sworn to before me, this
day of 19

STATE OF NEW YORK,
COUNTY OF
CITY OF NEW YORK, } ss.:

being duly sworn, deposes and says that he is over the age of years; that on the day of 19 , at No in the of , he served the foregoing upon in this action, by delivering to and leaving personal y with said a true copy thereof.

Deponent further says, that he knew the person served as aforesaid, to be the person mentioned and described in as the therein.

Sworn to before me, this
day of 19

Sir:

Take notice that the within is a true copy of .....

this day duly made and entered in the within entitled action, and filed in the office of the Clerk of the within named Court.

Dated, New York,.....192...

Yours, &c.

AARON HONIG

Attorney for .....

Office and Post Office Address

25 West 43rd Street

Borough of Manhattan, New York City

To ..... Esq.

Attorney for .....

Sir:

Please take notice that the within.....

.....

will be presented for settlement and signature herein to the Hon.....

one of the Justices of the within named Court,

at .....

in the Borough of.....

City of New York, on the.....day of

.....192...., at.....M.

Dated, New York,.....192....

Yours, &c.

AARON HONIG

Attorney for .....

Office and Post Office Address

25 West 43rd Street

Borough of Manhattan, New York City

To ..... Esq.

Attorney for .....

County Clerk's File No..... Year 192...

MUNICIPAL COURT: BOROUGH OF MANHATTAN - NINTH DIST.

IRVING RUBINSTEIN, etc.

Plaintiff

-vs-

D. W. GRIFFITH INC.

Defendant

SUMMONS AND COMPLAINT

AARON HONIG

Attorney for Plaintiff

Office and Post Office Address

25 West 43rd Street

Borough of Manhattan, New York City

To ..... Esq.

Attorney for .....

Due service of the within.....

is hereby admitted, this.....day of.....192....

Dated, New York,.....192....

.....

Attorney for .....

The
CONDÉ NAST PUBLICATIONS

NEW YORK
FRANK CROWNINSHIELD
EDITOR OF VANITY FAIR

August 28, 1924.

Dear Mr. Griffith:-

Don't you think there is a need and a place in New York for an amusing supper and dancing club like the Embassy Club in London? The best food, the best music, the best decorations, and a membership made of diverting and rather youthful people, some of them avowedly social, others of them recruited from the artistic professions. We hope you will think the idea a good one for such a club has just been organized here.

Will you regard this letter and the enclosed plan for our club as confidential, as we want to keep the scheme a little under our hat. Only a hundred people will be invited to join the club as original members -- without an iniation fee, and at only a nominal charge for annual dues.

The Committee of the Embassy Club of New York wish me to invite you to be one of these original hundred members, as they regard you as a keystone quite essential to them in building their arch. The Embassy is certain to be the most attractive and amusing supper and dancing Club in New York. As I am in mourning, I am debarred from taking so active a part in the management of the club as I had originally intended doing.

Very sincerely yours,

Frank Crowninshield

Mr. D.W.Griffith,
Mamaronack, N.Y.

The Committee of

The Embassy Club of New York

hope that

Mr A. W. Griffith

will do them the honour of joining The Embassy,

A New Supper and Dancing Club

resembling in character the Embassy Club of London.

The Club will open, every evening, at ten-thirty in

The Lido-Venice Restaurant

NO. 35 EAST 53 STREET, NEW YORK

The best supper and the best dance music will nightly be offered to Embassy members and their guests

An outline of the purpose and aims of the Club will be found in the accompanying announcement

Your answer should be received at the earliest possible moment, as membership in the Embassy must, of necessity, be limited

THE EMBASSY INVITATION COMMITTEE

Mrs. VINCENT ASTOR
Mrs. GEORGE F. BAKER, JR.
Mrs. MARSHALL FIELD
Mrs. JAY GOULD
Mrs. W. GOADBY LOEW
Mrs. BENJAMIN MOORE
Mrs. H. H. ROGERS
Mrs. RONALD TREE
Mrs. W. K. VANDERBILT
Mrs. WILLIAM H. VANDERBILT
Mrs. EFREM ZIMBALIST

Mr. JASCHA HEIFETZ
Mr. EDGAR W. LEONARD
Mr. WADSWORTH R. LEWIS
Mr. G. MACCULLOCH MILLER
Mr. ALFONSO DE NAVARRO
Mr. CONDÉ NAST
Mr. SCHUYLER L. PARSONS
Mr. PERCY R. PYNE, 2nd
Mr. STEPHEN SANFORD
Mr. WILLIAM R. STEWART, JR.
Mr. RODERICK TOWER
Mr. ROBERT D. WRENN
Mr. H. J. WHIGHAM

R. S. V. P. to H. J. Whigham, Esq.
Hon. Treasurer, The Embassy Club of N. Y.,
383 Madison Avenue, New York City

Griffith Bristol-hotel Berlin

Telegraphie des Deutschen Reichs.

Berlin, Hauptt Telegraphenamt

Telegramm-Nr. Lon 51

Telegramm aus London 10989 59 29/8 5-10 nm

Princess hotel management specially invites you and party to be their guests of honour at supper next friday evening please advise if able to accept think would be beneficial anxiously awaiting message for atkinson - mcpherson + +

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. ATKINS, FIRST VICE-PRESIDENT

1924 AUG 29 AM 3 49

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 BROADWAY PENNA 0540-3 1924 AUG 29 AM 12 41

*ZC22 59 COLLECT NL

DETROIT MICH 28

MISS C M CONWAY 20

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

SHIP PRINT TO IMPERIAL FOR SCREENING BUT HAVE THEM RETURN IT TO YOU IT IS TOO LATE TO SHIP PRINT TO DETROIT AND DO NOT THINK I WILL NEED IT IN CHICAGO AS THEY REMEMBER THE PICTURE HANDLE IMPERIAL SITUATION CAREFULLY AS THEY ARE VERY ANXIOUS TO BUY JUDITH WILL ADVISE YOU WHEN I NEED THE PRINT REGARDS

M D WENIBERGER.

Shipping Print to Detroit Exchange Memorandum

[illegible]

[illegible], [illegible]
[illegible] [illegible]
[illegible]

Plaintiff

against

D. W. GRIFFITH, INC.,

Defendant

Notice of Appearance

ALBERT H. T. DANEHAF
Attorney for Defendant.

No. 120 West 42nd St.
Boro of Manhattan,
City of New York

Due service of a notice, of which the within is a copy, admitted this.....day of .....19.....

Attorney for Plaintiff

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

187—Notice of Appearance

117

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN, NINTH DISTRICT

IRVING GOLDSTEIN, doing business as Baby Grace Dresses

Plaintiff

against

H. S. GRIFFIN, INC.,

Defendant

Notice of Appearance and Demand

Sir:

PLEASE TO TAKE NOTICE, that the defendant H. S. GRIFFIN, INC., above named, hereby appear S in the above entitled action and that I am retained as attorney for it herein, and demand that a copy of the Complaint and all papers in this action be served on me at my office, No. 130 East 42 St., Boro of Manhattan, City of New York

Dated, New York, August 29 1934

Yours, etc.,

ALBERT H. T. HANEMAN
Attorney for Defendant,
(Office and Post Office Address)
130 East 42nd Street,
Boro of Manhattan, City of Newyork

To AARON HONIG Esq.
Plaintiff's Attorney
25 West 43rd Street, N.Y.City.

Aug. 22, 1924.

Imperial Pictures,
1508 Vine Street,
Philadelphia, Pa.

Gentlemen:

Upon advice of our Mr. Weinberger, we have had shipped to-day via express from our studio in Mamaroneck, N. Y. a print of "Judith of Bethulia" for you to screen.

We would appreciate it if you will kindly look at this picture as soon as possible and return print to this office.

Mr. Weinberger advised that he made you a quotation for your territory and after you have screened the picture we would be glad to hear from you.

Thanking you, we are

Yours very truly,

D. W. Griffith Service.

CC

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1162

August 30th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
The White Rose		1871		
One Exciting Night		36702		
Judith of Bethulia		2488		
The Greatest Question		5689		
Fall Of Babylon		6010		
	0	52760	0	0

Positive stock used

Eastman 47292
Agfa 5468* Epoch stock used on Babylon.

Producers Distributing Corporation

469 Fifth Avenue
New York

JOHN C. FLINN
VICE PRESIDENT

Aug. 20, 1924

Mr. Albert L. Grey,
1476 Broadway,
New York City.

Dear Mr. Grey:

We send you each week a statement of the collections on MIS DARKER SELF. Our last available complete collection information on the subject is for the week ending August 16th when the collections equalled $63,647.

So that you may know at what rate the picture is selling I am giving you below the net sales, week by week, for the past seven weeks, the last available information on sales being also that of August 16th.

July 5th	$1 618.
12th	1 157.
19th	1 094.
26th	817.
Aug. 2nd	806.
9th	1 674.
16th	1 029.

I trust this will give you the information you require.

Yours very truly,

John C. Flinn

JOHN C. FLINN

B

D.W. GRIFFITH INCORPORATED
LIST OF DISBURSEMENTS FOR WEEK ENDING AUGUST 30TH, 1924.

DATE DUE		NAME	AMOUNT DUE	AMOUNT RENEWED	AMOUNT PAID
Aug.	24	J.E. Brulatour Inc.	$ 657.64	$	$ 657.64
	26	W.F. Irish Elect. Co.	1431.14	1000.00	431.14
	27	Reo Motor Car Co.	130.00		130.00
	27	Variety Inc.	430.00		430.00
	27	Exhibitors Herald	602.01		602.01
	28	Consolidated Film Ind. Inc.	4000.00	3000.00	1000.00
	29	M.B. Newcombe	1000.00	500.00	500.00
	29	Capehart Carey Corp.	4000.00	3000.00	1000.00
	30	" " "	2263.10	1500.00	763.10
	30	Sam & Lee Shubert Inc.	2500.00	2000.00	500.00
	30	Eaves Costume Co.	4500.00	3500.00	1000.00
			21513.89	14500.00	7013.89
		Central Union Trust Co.			15000.00
					$22013.89

596
1935

D.W. GRIFFITH INCORPORATED
CASH RECEIPTS AND DISBURSEMENTS FOR WEEK ENDING AUGUST 30TH, 1934.

Cash Balance August 23rd, 1934		$ 2499.79	
CASH RECEIPTS			
D.W. Griffith Special Loan	4000.00		
Empire Trust Co.	2147.50		
Income from Road Shows	512.05		
Sundries	1150.00		
United Artists Corp.	15000.00	22809.55	
(Pd. Direct to C.U.T.Co.)			
Total Cash Received			25309.34
CASH DISBURSEMENTS			
J.E. Brulatour Inc.	657.64		
W.F. Irish Elec. Co.	431.14		
Rec Motor Car	135.96		
Variety Inc.	430.00		
Exhibitors Herald	602.01		
Consolidated Film Ind. Inc.,	1000.00		
M.B. Newcombe	500.00		
Capehart Carey Corp.	1000.00		
" " "	763.10		
Sam S & Lee Shubert Inc.	500.00		
Eaves Costume Co.	1000.00		
Central Union Trust Co.	15000.00	22019.85	
(Pd. direct by United Artists)			
SUNDRIES			
M.E. Campbell	127.41		
Larkin Rathborne & Perry	500.00		
A.L. Grey	250.00		
Consolidated Film Ind. Inc.,	160.91	1038.32	
PAYMENT ON ACCOUNT OF U-8			
COVERED BY TRANSFER FROM EMPIRE TRUST CO.			
Cable J.C. Epping		2147.50	
Total Disbursements			25205.67
Cash Balance on Hand.			103.67

DISBURSEMENTS FOR AUGUST 1924.

FIRST WEEK			
Aug.	1	Eaves Costume Co.	$ 12,479.75
	1	" " "	1,000.00
	2	Sweeney Litho. Co.	184.74
SECOND WEEK			
Aug.	3	N.Y. State Sanitary Office Asso.	125.00
	3	J.E. Brulatour, Inc.,	1,000.00
	3	J.T. Cosman	1,000.00
	3	H.C. Miner Litho. Co.,	1,800.00
	10	Doctors Service Corp., Inc.,	407.50
	10	Commanday Roth Co., Inc.,	1,569.05
	10	" " " "	1,307.82
	10	Precision Machine Co., Inc.,	693.10
THIRD WEEK			
Aug.	11	Powers Film Products	1,570.80
	11	Eastman Kodak Co.,	1,827.35
	12	Gramatan Springs	117.60
	14	Capehart-Carey Corp.,	6,510.00
	14	J.A. Mahlstedt Lumber & Coal Co.	1,400.00
	15	Capehart-Carey Corp.,	4,000.00
	16	J.E. Brulatour Inc.,	1,000.00
	16	J.A. Mahlstedt Lumber & Coal Co.,	1,064.65
	16	Sam & Lee Shubert Inc.,	2,500.00
FOURTH WEEK			
Aug.	18	Commanday Roth Co., Inc.,	2,500.00
	18	A.W. Gerstner Co.,	148.65
	20	Sweeney Litho. Co.,	287.96
	20	H.C. Miner Litho. Co.,	2,389.66
	22	Winterburn Print	2,615.00
	22	" "	147.00
	23	Capehart Carey Corp.,	1,000.00
	23	Sam & Lee Shubert	2,500.00
FIFTH WEEK			
Aug.	24	J.E. Brulatour Inc.,	657.64
	26	W.F. Irish Elec. Co.,	1,431.14
	27	Reo Motor Car Co., Int.	130.00
	27	Variety Inc.,	430.00
	27	Exhibitors Herald	602.01
	28	Consolidated Film Ind. Inc.,	4,000.00
	29	M.B. Newcombe	1,000.00
	29	Capehart Carey Corp.,	4,000.00
	30	" " "	2,263.10
	30	Sam & Lee Shubert Inc.,	2,500.00
	30	Eaves Costume Co.,	4,500.00
		TOTAL	$73739.86

	Sales to August 30,1964.	Net Collections to Aug.30,1964.
CAMEOS		
BLOSSOMS	612,860.58	609,504.61
LOVE FLOWER	404,081.17	395,236.91
URBAN STREET	551,079.59	534,376.96
WAY DOWN EAST	1,833,812.56	1,816,791.85
ORPHANS	1,263,385.43	1,239,353.79
ONE EXCITING NIGHT	813,180.30	776,193.20
THE WHITE ROSE	621,351.96	615,858.42
AMERICA	568,110.68	212,801.93
TOTALS	$6,727,863.27	$6,198,121.88

105 A

ROBERT BIGGS
ATTORNEY AT LAW
806 UNION TRUST BUILDING
BALTIMORE, MARYLAND

September 1st, 1924.

Mr. Albert H. Banshaf,
130 W. 42nd Street,
New York, N. Y.

Dear Sir:

Enclosed herewith find an assignment to be executed by the personal representatives of the late Daniel Shay or Shea. In the space at the top of the paper you will please insert all of the names of the personal representatives of the deceased as parties of the first part, and you will please write at the bottom of the assignment and acknowledgement to be made by the parties of the first part, in the following manner:

X STATE OF N. Y. , CITY OF

I hereby certify, that on the day of September 1924, before me, the subscriber, a Notary Public of the State of , in and for the City aforesaid, personally appeared ~~(insert here names of all assignors)~~ and each acknowledged the aforegoing assignment to be their respective act.

Witness my hand and Notarial Seal.

_____

Notary Public.

As soon as I have this paper back from you I will have the account stated by one of the auditors of the Orphan's Court and issue

ROBERT BIGGS
ATTORNEY AT LAW
806 UNION TRUST BUILDING
BALTIMORE, MARYLAND

September 1st, 1924.

a check to the D. W. Griffith, Inc., as assignee of the fund.

I sincerely hope that you will pardon me for being somewhat tardy in the completion of this matter. I left the city about the ~~month~~ middle of July for my vacation and extended it somewhat longer than I had originally intended, and when I returned home I found quite a number of matters which had been laid over for my personal attention, but the distribution as herein outlined will be made without further delay.

With kind regards, I am,

Yours very truly,

Robert Biggs.

RB:FB

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] BARBOUR STREET
LONDON, W. 1

September 1, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDED AUG. 30, 1934

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week just ended are not available at the present time, but will be given you in next week's report.

4. The total business from each of the branches for the week amounted to:

Birmingham	£337.10. 0
Cardiff	289. 0. 0
Glasgow	341.10. 0
Leeds	145. 0. 0
Liverpool	105. 0. 0
London	919.10. 0
Manchester	245. 0. 0
Newcastle	30.10. 0
Ireland	630. 0. 0
	3033. 0. 0

The cash collections for the week amounted to £4,036.11. 6.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

CABLE ADDRESS
SALTER N Y SCHLESSINGER
TELEPHONE NUMBER MUR 2337

September 2nd, 1924.

Albert H.T. Benshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir: Re: Pagan vs. Griffith

We desire to inform you that you are in default in the above matter, inasmuch as you have failed to serve your answer in time.

Kindly 'phone our Mr. W.C.S. Schlesinger in respect to same.

Very truly yours,

SCHLESINGER & SCHLESINGER

LJ. BY

The Board of National Missions
of the Presbyterian Church in the U.S.A.
156 Fifth Avenue, New York, N. Y.

OFFICE OF
THE GENERAL SECRETARY

September 8, 1924.

Mr. D. W. Griffith,
1476 Broadway,
New York City.

My dear Mr. Griffith:

I have been wanting to write you to express the pleasure and profit I received from seeing "America." You have done a great service not only to a better understanding of the beginnings of our nation, but to the cause of a higher Americanization. I appreciate also your courtesy in sending me a complimentary ticket. I would have written to you long ago except that I had to go to the hospital for an operation a day or so after you invited the ministers to see the play.

Will you permit me to suggest a thing that was present in my mind all through the wonderful spectacle, namely, the Great Britain of that day against which our fathers had to fight is not the Great Britain of this day? I found myself wishing that an extra scene could be added showing this fact, something, for example, along the line of the British and American troops fighting together in the World War for practically the same end American patriots fought for in 1776. I know you are as averse as I am to any perpetuation of national or racial hostility. England and America are the best of friends now and if they could be portrayed in your great play I think it would be helpful to our people.

Please understand that this is not a criticism of the play for I think it is the greatest I have ever seen, but simply a suggestion which came to my mind as I witnessed it.

Very sincerely yours,

John A. Marquis

John A. Marquis,

General Secretary.

JAM:ES

Look up titles at end of play

117

AARON HONIG
COUNSELLOR AT LAW
[illegible] WEST [illegible] STREET
NEW YORK
[illegible]

Sept. 2, 1924

Albert H. T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:

Re: Rubinstein vs. Griffith

Enclosed herewith you will please find stipulation extending time of defendant up to and including September 8th, 1924.

I regret that I cannot give any longer extension inasmuch as this controversy has been pending for a long time and the defendant is fully conversant therewith and has refused payment thereof.

I shall expect to proceed with same at the very earliest date.

Very truly yours,

Aaron Honig

AH:IR

Enc.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Sept. 3, 1924.

Night Letter

Imperial Pictures
1508 Vine Street
Philadelphia, Pa.

If possible could you screen Judith Bethulia immediately and return print for us coming here Friday afternoon Would appreciate cooperation

D. W. Griffith Service.

Chg D. W. Griffith, Inc.

Form

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1450 BROADWAY, NEW YORK ALWAYS OPEN

D69N SY 10 COLLECT

CHICAGO ILL 103P SEP 3 1924

MISS C CONWAY

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

EXPENSE CHECK NOT HERE HAS IT BEEN MAILED WIRE

MACK D WEINBERGER

223P

TIME OF RECEIPT SHOWN ON THIS MESSAGE IS EASTERN STANDARD TIME

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

September third, 1934.

Mr. Max Weinberger,
Congress Hotel
Chicago, Ill.

Hodkinson advise expenses check mailed today Chicago Regards

G. M. Conway

Chg D. W. Griffith, Inc.

117

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN: NINTH DISTRICT.

- -X

IRVING RUBINSTEIN , doing business as
RUBY CAMERA EXCHANGE,

Plaintiff,

-against-

D.W.GRIFFITH, Inc.,

Defendant.

#2205-1924

- -X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the defendant's time to answer or otherwise move with relation to the plaintiff's complaint be and the same hereby is extended to and including the 15th day of September, 1924.

Dated: New York September 3rd 1924.

Aaron Hoffman
Attorney for Plaintiff.

Albert H. J. Benzley
Attorney for Defendant.

117

September 3rd 1924.

Mr. Aaron Honig,
56 West 45rd Street,
New York City.

Re: Rubenstein vs. Griffith.

Dear Sir:

I have your stipulation extending time to answer to September 8th 1924 in the above entitled action.

Due to the fact that Mr. Sartov, who was chief cameraman at the Griffith Studio is now abroad and is expected to sail on September 6th, it will be necessary for me to ask for a further extension until September 15th at least. Mr. Sartov is the only person at the present time connected with the Company who could give me any information in the matter and until his return I can make no answer.

After his arrival I shall take the matter up with him and if it is possible to adjust this matter without going to Court and the claim is a fair one, I shall endeavor to have the Griffith Company pay the claim at as early a date as possible.

Will you therefore kindly sign and return the enclosed stipulation extending the time to answer to the 15th of September.

Thanking you for your courtesy, I remain

Very truly yours,

R/GDM

COPY

September 3rd 1924.

Messrs. Schlesinger & Schlesinger,
National City Bank Building,
Madison Ave. & 42nd Street,
New York City.

Re: Pease vs. Griffith.

Attention Mr. W.C.B.Schlesinger.

Gentlemen:

Pursuant to telephone conversation had with you this morning in relation to the above-entitled action, we desire to thank you for your courtesy in extending the time to answer which we would request be made to and including the 22nd day of September, 1924.

After Mr. Griffith's return and when I get an opportunity to speak to him about this matter I will let you know whether or not this case can be adjusted without going to trial.

Will you kindly sign the copy of this letter herein enclosed and return to me in the enclosed self addressed envelope.

Very truly yours,

Schlesinger & Schlesinger
by W.C.B. Schlesinger

R /GDM
Enc.

105

BENGHAM PENGELETON & LITTLE
COUNSELLORS AT LAW
HIGH TENSION BUILDING
120 WEST 42d STREET
NEW YORK

ALBERT H. T. BENGHAM
JOHN B. PENGELETON
H. GLEN LITTLE

TELEPHONE
BRYANT 7887
CABLE ADDRESS
"BENGHAM"

September 3rd 1924.

Mr. Andrew O'Shea,
618 Montague Street,
Brooklyn, N.Y.

My dear Mr. O'Shea:

I am enclosing herewith assignment which was forwarded to me by Mr. Biggs of Baltimore for execution by the personal representatives of the late Daniel Shay. Will you kindly have all the personal representatives of Mr. Shay and next of kin execute the within instrument and insert their names in the space provided therefor in the first paragraph of the assignment and also have the individuals acknowledge this paper before a notary public. The form to be filled by the notary public you will find on Page 2.

After this paper has been signed and acknowledged will you kindly return the same to me so that I may then forward to Mr. Biggs and endeavor to have this matter adjusted at the earliest possible moment.

Thanking you for your kindness and attention, I remain

Very truly yours,

Albert H. T. Bengham

Mr. Richter

R/GDM

102

September 3rd 1924.

Transocean Film Company,
72-74 Zimmerstrasse,
Berlin, S.W. 68,
GERMANY.

Attention Mr. Huebsch.

Dear Sir:

Some time ago, you will remember, you wrote the Griffith Company with relation to Mr. Goldstein who represented that he was a representative of the Griffith Company in Europe. I would appreciate it if you could ascertain for me and let me know the present whereabouts of Mr. Goldstein if possible.

Thanking you for your kindness, I remain

Very truly yours,

H/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 3, 1924.

Mr. Neil G. Mooney,
W. H. Hodkinson Corporation,
469 Fifth Avenue,
New York, N. Y.

Dear Mr. Mooney:

Thank you for your letter of August 28th in answer to mine regarding "His Darker Self".

Referring to the Hamaroneck engagement, we were in error in stating that the picture had played three days, but the enclosed program, showing the play dates to be for two days, Aug. 11th and 12th bears out my contention that the picture was featured and that the price we received was nothing compared to what we should have received. Miss Bruce and Mr. Wilson as well as Mr. Hamilton himself and his directors lived in Hamaroneck during the entire time the picture was being made, and as I stated before, the fact that the picture was made at our studio there naturally would increase its selling value in the town.

This letter is not written to annoy you or to prolong the discussion, but you no doubt appreciate the fact that we are interested in getting as much as we possibly can out of the picture.

Very truly yours,

President.

G. & H. Pictures Corporation.

ABG/CC

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — ORRIN E. DUNLAP, JR., VICE-PRESIDENT — JEROME B. CAMMING, First Vice-President

1924 SEP 4 AM 7 17

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1450 BROADWAY
PENNA 0540-5

CG.51 25 NL

CHICAGO ILL 3

MISS C CONWAY **140**

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

SHIP PRINT OF JUDITH IMMEDIATELY TO CELEBRATED FILM CORPORATION 810 SOUTH WABASH AVE CHICAGO ILL ALSO SEND ME TEN ONE SHEETS ON JUDITH TO CONGRESS HOTEL REGARDS

MACK D WEINBERGER.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Sept. 4, 1924.

NIGHT LETTER

Mr. Mack Weinberger,
Congress Hotel
Chicago, Ill.

Imperial Philadelphia have print Judith Have asked them to return it here for screening Friday stop Will ship to Celebrated Film Corporation as soon thereafter as possible Sending posters Regards

C. M. Conway

Chg D. W. Griffith, Inc.

IMPERIAL PICTURES

1302 VINE STREET

PHILADELPHIA, PA.

HERBERT M. GIBBS
PRESIDENT

BELL PHONE, SPRUCE 6929

WM. F. MONAHAN,
SEC. & TREASURER

September 4th 1924

D. W. Griffith Inc.
303 Longacre Building,
New York, N. Y.

Gentlemen:-

Print of "JUDITH OF BETHULIA" reached us late last Saturday and on account of the holiday we were unable to screen the print until yesterday. We returned print to your New York office to day.

After carefull consideration of the conditions existing in the market at the present time, we feel that this production would not be a good investment for us at the price quoted.

Very truly yours.
Imperial Pictures
Wm. F. Monahan

Quoted C.F. for
$1500 p. A.

ALLIED ARTISTS CORPORATION LIMITED.

REPORT AND ACCOUNTS.

31st March, 1924.

Price, Waterhouse & Co.
3, Frederick's Place, Old Jewry,
London, E.C. 2.

Price, Waterhouse & Co.

3, Frederick's Place,
Old Jewry,
London, E.C. 2.

MW.

4th September 1924.

To the Directors of
ALLIED ARTISTS CORPORATION LIMITED,
86-88, Wardour Street,
W. 1.

Gentlemen,

We have completed our audit of the books and accounts of the Company for the year ending the 31st March last and hand you annexed hereto:-

1. Balance Sheet as at 31st March 1924,
2. Trading Account and
3. Profit & Loss Account for twelve months to that date.

BALANCE SHEET.

Assets.

EQUIPMENT, FURNITURE & FIXTURES.

We have provided for depreciation upon Equipment, Furniture and Fixtures at the rate of 20% as in former years.

STOCKS.

The stocks included in the Balance Sheet are valued upon the same scale as that employed last year. We have tested the prices upon which the stock lists have been calculated and are

satisfied that the cost values represent suppliers' charges for similar purchases during recent months. No physical stock taking was undertaken and the figures are based upon Book Stocks.

No stocks of stationery or Transit Cases are included in the accounts.

SUNDRY DEBTORS.

We have checked the balances in the Ledgers making up the Balance total. We have obtained a certificate from the secretary that those balances which are still unpaid represent good and collectible debts. These amount to a substantial figure and we have increased the reserve for Doubtful Debts from £500 to £1,000.

Liabilities.

SUNDRY CREDITORS.

We have obtained a certificate from the secretary that all liabilities at the date of the Balance Sheet have been included in the books.

PROFIT & LOSS ACCOUNT.

The result of the year's transactions is a loss of £5,416. 0. 2. compared with a profit of £18,756.15. 4. last year. The main causes of the difference in the annual result are a decrease in Film Rentals resulting in a reduction of gross profit by £8,000 and an increase in expenses of £14,000.

We give the percentage of expenses to turnover under the

various headings in this account.

GENERAL.

We have seen neither agreement nor correspondence as to the basis upon which the rentals of the film "Woman of Paris" should be shared with the Producer. In the absence of any instructions the basis under which Pickford and Fairbanks film rentals are shared, viz: 70% to the Producer and 30% to the Renter has been adopted.

The work in the accounts department during the period appears to have been more than the staff could carry out adequately and the detail work in book-keeping and filing has consequently suffered. We have made several suggestions to the secretary with the object of ensuring a greater degree of efficiency in these respects. We are informed that these suggestions have already been adopted.

We are, Gentlemen,

Yours faithfully,

PRICE, WATERHOUSE & CO.

THE ALLIED ARTISTS CORPORATION LIMITED.

BALANCE SHEET AS AT 31st MARCH 1924

LIABILITIES

AUTHORISED CAPITAL						
7,500 Shares of £1 each	£7,500.	0.	0			
ISSUED CAPITAL						
7,500 Shares of £1 each fully paid				7,500.	0.	0
SUNDRY CREDITORS AND OUTSTANDING ACCOUNTS				41,920.	16.	6
PROFIT AND LOSS ACCOUNT						
Balance as at 31st March 1923	10,306.	13.	6			
Less Loss for year to 31st March 1924	5,416.	0.	2	4,890.	13.	4
				£54,311.	9.	10

ASSETS

EQUIPMENT, FURNITURE AND FIXTURES						
Balance as at 31st March	1,683.	10.	2			
Add: Additions	200.	9.	3			
	1,883.	19.	5			
Less: Depreciation	376.	15.	10	1,507.	3.	7
STOCKS, as certified by Advertising Manager				2,819.	1.	7
SUNDRY DEBTORS AND PAYMENTS IN ADVANCE	50,021.	16.	10			
Less: Reserve for Bad and Doubtful Debts	1,000.	0.	0	49,021.	16.	10
GUARANTY TRUST CO. OF NEW YORK Balance in their hands				878.	7.	10
CASH IN HAND				85.	0.	0
				£54,311.	9.	10

We report that we have examined the above Balance Sheet with the books and the accounts of the Company and have obtained all the information and explanations we have required, with the exception that receipts for a few small payments have not yet come to hand. In our opinion such Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as at 31st March, 1924, according to the best of our information and the explanations given to us and as shown by the books of the Company.

PRICE WATERHOUSE & CO.

3, Frederick's Place,
Old Jewry,
London, E.C.

4th September, 1924.

THE ALLIED ARTISTS CORPORATION LIMITED.

TRADING ACCOUNT. FOR THE YEAR ENDED 31ST MARCH 1924.

To PRODUCERS SHARE OF RENTALS				163,379.	17.	11.	By RENTALS			£236,025.	11.	4.
" UNITED ARTISTS CORPORATION Commission on Rentals				11,601.	15.	10.	" SALES OF ACCESSORIES			9,936.	2.	3.
" ACCESSORIES												
Stock at 31st March 1923	3,004.	4.	0.									
Purchases	6,626.	16.	4.									
	9,630.	2.	4.									
Less: Stock at 31st March 1924	2,819.	1.	7.									
				6,811.	0.	9.						
" COST OF PRINTS				2,765.	13.	9.						
" COST OF CENSORING				13.	8.	7.						
" DUTY AND FREIGHT				1,941.	9.	3.						
" GROSS PROFIT CARRIED DOWN TO PROFIT & LOSS ACCOUNT				59,248.	7.	6.						
				£245,961.	13.	7.				£245,961.	13.	7.

THE ALLIED ARTISTS CORPORATION LIMITED.

PROFIT & LOSS ACCOUNT TO 31ST MARCH 1934.

Dr.	Percentage to Turnover.				Cr.		
To RENT, RATES & LIGHTING	1.88%		2,997.19. 0.		By BALANCE, GROSS PROFIT, BROUGHT DOWN FROM TRADING ACCOUNT	59,249. 7. 6.	
" SALARIES	13.84%		24,039. 3. 2.		" INTEREST	280.16.11.	
" TRAVELLING AND HOTEL EXPENSES	2.03%		6,958. 8. 2.		" BALANCE, LOSS FOR THE YEAR, CARRIED TO BALANCE SHEET	5,416. 0. 2.	
" STATIONERY & PRINTING	.43%		1,067. 6. 0.				
" ADVERTISING	2.54%		6,257. 6.10.				
" TELEPHONES AND TELEGRAMS	.71%		1,754.11. 5.				
" POSTAGES	.33%		825. 3. 5.				
" CARRIAGE, CARTAGE & FREIGHT	1.21%		2,990.18.10.				
" INSURANCES	.04%		97. 8. 4.				
" CASES AND SPOOLS	.09%		224. 5. 9.				
" GENERAL EXPENSES	.86%		2,117. 7. 6.				
" LEGAL EXPENSES	.17%		426. 6. 3.				
" DEPRECIATION	.15%		376.15.10.				
" BAD DEBTS	.55%		1,362.15. 7.				
" FURTHER PROVISION FOR DOUBTFUL DEBTS	.21%		500. 0. 0.				
" INCOME TAX	.59%	1,477. 2. 6.					
Less: Reserve		27.12. 0.					
			1,449.10. 6.				
" DIRECTORS FEES	.62%		1,500. 0. 0.				
	26.39%		£64,945. 4. 7.			£64,945. 4. 7.	

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters is STANDARD TIME at the place of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

CQ58 56 NL

CHICAGO ILL 4

MISS C CONWAY 114

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

MR HELLMAN OF REELCRAFT PICTURES CHICAGO WILL BE IN TO SEE MR GREY REGARDING JUDITH ON NEXT MONDAY I DID NOT QUOTE HIM ANY FIGURE DO NOT LET HIM KNOW THAT YOU SHIPPED ME A PRINT KINDLY SEND THIS WEEKS CHECK TO STATLER HOTEL STLOUIS CALL DAVIDSON AT HODKINSON AND TELL HIM TO DO LIKEWISE REGARDS

MACK D WEINBERGER.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

September 5, 1924.

~~Day~~ Day Letter

Mr. Mack Weinberger
Congress Hotel
Chicago, Ill.

Imperial advise not interested at price quoted Judith Advise counter offer you think we should make stop Also advise what we should quote Hellman Regards

C. M. Conway

Chg D. W. Griffith, Inc.

September 5th, 1924.

Mr. Beach,
United Artists Corp.,
729 - 7th Avenue,
New York City, N.Y.

Dear Mr. Beach:-

In checking over your various confirmations of monies forwarded to Mr. Samuel Jacobs, I do not find any other than those reporting receipts from England. Mr. Jacobs' representative informs me that they have received money from Mexico and Australia. The last report that I have received of money from Mexico, is that for week ending April 26th, in the amount of $3.92. The last one I have for Australia, was reported in your letter of May 29th, in the amount of £50 - $216.75 (American value.)

I am quite unfamiliar with the way Mr. Austin handled this, but I presume that he received similar confirmations from you. Will you kindly send me some information concerning this?

Very truly yours,

D.W. GRIFFITH, INC.

RAK:REB

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

1924 SEP 6

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at

1440 BROADWAY
PENN 0 0-5

CH44 GS COLLECT NL

CHICAGO ILL SEP 5

1924 SEP 6 AM 7 20

MISS C CONWAY D W GRIFFITH INC

1476 BROADWAY NEWYORK NY

ADVISE IMPERIAL THAT THE SALE OF JUDITH IS IN MY HANDS AND FOR THEM TO MAKE AN OFFER AND YOU WILL SUBMIT IT TO ME STOP WE CAN SELL JUDITH TO IMPERIAL AS LOW AS SIX HUNDRED BUT DO YOUR BEST TO HAVE THEM MAKE AN OFFER STOP QUOTE HELLMAN ON A FIFTEEN THOUSAND DOLLAR BASIS AND BRING IT DOWN TO TEN THOUSAND IF FORCED TOO REGARDS

MACK D WEINBERGER.

D. W. GRIFFITH INC.
CASH RECEIPTS AND DISBURSEMENTS FOR WEEK ENDING SEPTEMBER 6TH, 1924.

Cash Balance August 30th, 1924.		105.67	
CASH RECEIPTS			
D.W. GRIFFITH special loan	8000.00		
Sundries	358.96		
United Artists Corp.	15000.00	23358.96	
(Paid direct to C.U.T. Co.)			
Total cash received			23462.63
CASH DISBURSEMENTS			
Eaves Costume Co.	500.00		
Capehart Carey Corp.	500.00		
Shubert Inc.	1000.00		
H.C. Miner Litho. Co.	616.51		
Pine Lyptol Chemical Co.	96.25		
Gascoigne Reid & Co.	688.02		
Albert H. Langford Co.	204.25		
Capehart Carey Corp.	420.49		
A.H.T. Barghaf	500.00		
Central Union Trust Co.	15000.00		
(Paid direct by U.A. Corp.)		19525.52	
Cabled to J.A. Manning (London)		3129.00	
Total Disbursements			22654.52
Cash Balance on Hand			808.13

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. MANSHAP, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1100

September 5th 1924.

Report of laboratory work done during week.

Picture	Tests	Releases	Samples	Negative
The White Rose		6135		
One Exciting Night		8535		
Birth of A Nation		148		
Orphans Of Storm		2171		
The Love Flower		7365		
Fall Of Babylon		740		
Picture U-6			6442	14734
	0	25094	6442	14734

Positive stock used

Eastman	30822
Agfa	714
	31536

Negative stock used

Eastman 14734

Telephone
Richmond Hill 3098-R.

10758-118th Street,
Richmond Hill, New York,
6 September 1924.

D. W. Griffiths, Inc.,
Longacre Building,
42nd Street and Way.,
New York City, N. Y.

Attention Mr. Epping, Treasurer.

Gentlemen:

The writer was intimately acquainted with the late Robert Bartholomew Austin,- our friendship going back to the days of the World War during which we served in the Navy together, and continuing right down to the date of his untimely death.

My purpose in writing you is to inquire whether the position left vacant by Mr. Austin's passing is to be filled at once, and if so, to ask your permission to submit a memorandum covering my qualifications, which I feel will be bound to interest you, and also to ask that you grant me an interview for the purpose of giving us both a better opportunity to go into such details as are impossible or unsatisfactory through the medium of the written word.

It is with hesitancy that I address you at this time, for I would much prefer discussing the matter with Mrs. Austin first; her condition, however, is hardly such as to justify or permit me to do so at present; and moreover, time is undoubtedly an important factor with you.

I do not know anyone in the Austin family whom you might consider for the position, but if there should be, I shall cheerfully relinquish any desire that I may have to be considered as an applicant, in their favor. On the other hand, I am certain that Bob Austin would be glad to have me as his successor, and confidently recommend me to you.

May I not have a reply from you at your early convenience?

Respectfully yours,

John R. Egner, Jr.,

John R. Egner, Jr.,

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AARON HONIG
COUNSELLOR AT LAW
60 WEST 42ND STREET
NEW YORK
PHONE VANDERBILT 8882

Sept. 4, 1924.

Albert H. T. Banzhaf,
Bush Terminal Bldg.,
130 West 42nd Street,
New York City.

Dear Sir:

Re: Rubinstein vs. Griffith.

I am herewith enclosing stipulation in the above matter extending your time until September 15th, 1924.

I understand that this controversy has been pending for a considerable time, and that your company is fully apprised therewith, but in order that you may have a further opportunity to investigate the same so that an adjustment may be speedily effected, I am granting this extension.

Will you therefore be kind enough to apprise me at your earliest convenience if such a disposition can be made.

Very truly yours,

Aaron Honig

AH:IR

Enc.

74

September 8th 1924.

Film Booking Offices of America, Inc.,
723 Seventh Avenue,
New York City. Attention Mr. Schnatzer.

Dear Sir:

With relation to the Holland rights of the photoplay INTOLERANCE, I am to advise that the contract covering these rights has expired and would ask you to kindly forward all prints to the office of the Corporation, #1476 Broadway, New York City.

Very truly yours,

D.W. GRIFFITH INCORPORATED.

By_____

Secretary.

GDM

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 6th 1924.

Mr. Robert Biggs,
604 Union Trust Bldg.,
Baltimore, Md.

Dear Mr. Biggs:

Enclosed you will find assignment in the matter of the Estate of Daniel Ohey, which has been executed by the representatives of the deceased, and which I trust you will find in order so that the Griffith Company may receive the funds on deposit as soon as possible.

Thanking you for your kindness and attention in the matter, I remain

Very truly yours,

R/G DM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS ASSIGNMENT, made this 6th day of September, 1934, by and between ANDREW E. O'SHEA, brother; JOHN F. O'SHEA, brother; EDWARD L O'SHEA, brother; and ELLEN T. O'SHEA, sister; the only heirs at law and next of kin of DANIEL F. O'SHEA, also known as DANIEL SHEA, deceased; parties of the first part, and the D.W.Griffith, Incorporated, party of the second part.

WITNESSETH, Whereas, Daniel Shay or Shea temporarily resided in Baltimore City, in the State of Maryland, departed this life intestate leaving on deposit in the Commonwealth Baltimore certain moneys as his only estate and property in Maryland; and

WHEREAS, said fund as a matter of fact is the property of D.W.Griffith, Inc., and the said Daniel Shay or Shea had no interest therein; and

WHEREAS, the parties of the first part who are the only personal representatives of the said Daniel Shay or Shea are anxious to relinquish all of their right, title and interest in said fund in favor of D.W.Griffith, Inc., the true owner thereof.

NOW THIS ASSIGNMENT WITNESSETH, that the parties of the first part do hereby assign, transfer and set over unto the said D.W.Griffith Inc., all of their right, title and interest in and to all of the moneys deposited in the Commonwealth Bank of Baltimore in the name of Daniel Shay or Shea, and do hereby authorize and direct the administrator of the estate of the said Daniel Shay or Shea, in Maryland, to state a final account in the said estate and to distribute and pay over unto the said D.W.Griffith, Inc., all of the net funds on deposit in the said Commonwealth Bank of Baltimore as the same may be ascertained by an account to be stated in the Orphans' Court of Baltimore City by the said administrator, and in consideration thereof we do hereby release the said administrator of and from demands of every kind and nature

which we may have against him by reason of his administration upon the estate of the said Daniel Shay or Shea in the State of Maryland, and do hereby acknowledge ourselves to be fully contented, paid and satisfied.

As Witness our hands and seals the day and year first above written.

ANDREW E. O'SHEA (L.S.)
JOHN F. O'SHEA "
EDWARD L. O'SHEA "
ELLEN T. O'SHEA "

STATE OF NEW YORK, CITY OF NEW YORK, COUNTY OF KINGS: ss.

I hereby certify, that on the 8th day of September, 1924 before me, the subscriber, a Notary Public of the State of New York in and for the City aforesaid, personally appeared

Andrew E.O'Shea John F. O'Shea; Edward L. O'She and Ellen T.O'Shea

and each acknowledged the foregoing assignment to be their respective act.

Witness my hand and Notarial Seal.

JAMES F. DONLAN

Notary Public.
Kings County.

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REVERSON, PRESIDENT
VICE PRESIDENTS
FRED A. SMITH F. CLEVERT
J. W. WALKER G. T. BARRETT
J. E. THAYER T. B. WHITE
F. J. FULLER R. A. HUNTER
ROGER GUTTLEBUT
H. FERGUSON VON PREST, A. SEC'Y
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

September 9th, 1924.

Sept. 9th Payment

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sir:

This is to advise that the United Artists Corporation have handed us their checks in the sum of $15,000. which amount we have applied on account of your loan with this company.

Very truly yours,

Assistant Secretary.

WHS/HGH

BANKING

PHONE: GERRARD 1764

D.W. Griffith's
GREATEST PRODUCTION
"AMERICA"

ALBERT L. GREY General Manager

ALL COMM. RE RATES TO WALTER GIFFORD ROOM 28 VICTORY HOUSE LEICESTER SQ. LONDON

189
189

Ninth Day of September
Nineteen Hundred and Twenty Four.

Albert H.Lonshaf, Esq.,
Bush Terminal Building,
130, West 42nd. Street,
New York.

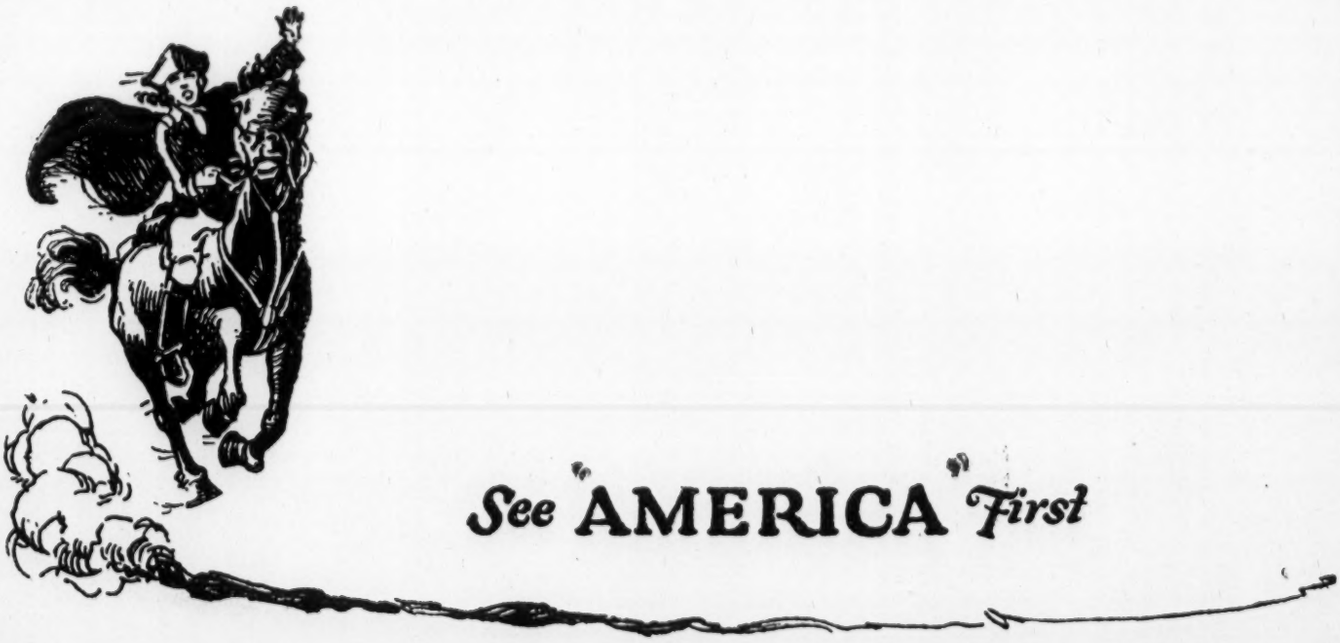
Dear Mr.Lonshaf,

I have just been advised by Mr.Andrew Dakers exclusive representative to Major Geoffrey Moss that the Assignment executed by Major Geoffrey Moss covering the story "IAN'S LIFE WONDERFUL" was acknowledged before the U.S.Consul in Berlin and given to Mr.Epping to send you direct from Berlin immediately. I shall be glad to hear that this is in order.

Best regards.

Yours sincerely,

Walter Gifford.



Elmore Apartments
Trenton, New Jersey
September 9, 1924

D. W. Griffith, Esq.
Mamaroneck,
New York

Dear Sir:

Several months ago I sent you a message somewhat similiar to the following:

"There are about four hundred young men and young women training for business under my supervision in the Senior High School of this city; will you kindly send me a little message that will be a help to them in their work now and aid them in being better citizens in the business world for which they are fitting themselves?

I trust that the time will present itself and the inclination prompt you to send us a few words of greeting.

Your kind response to this request has been so helpful to my own students that I desire to reproduce your letter in a dictation book I am preparing for secretarial students. This was not my intentoon when I wrote you for a message, but these responses to the request of my boys and girls are too fine to be confined solely to my own students.

May I publish your letter in the manner named?

Cordially yours,

S. D. Gross

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To MEMO NO. 9

From

Date September 10, 1924.

Time

Reply to

Money paid to Mr. Samuel K. Jacobs on
"ONE EXCITING NIGHT"

Cuba	-	6/7/24	-		$	12.25
Mexico	-	7/12/24	-	$ 58.03		
"	-	7/26/24	-	8.02		
						66.05
					$	78.30

Total to Date $95,445.66

Please make all replies on back of this memorandum.

M.

September 10, 1924.

London General Film News and Book Agency,
161 Post Bus,
Rotterdam, Holland.

Gentlemen:-

Re: "INTOLERANCE" for Holland.

With reference to the agreement between the Robertson-Cole Company and the Wark Producing Company dated August 27, 1918, which was assigned to you, beg to inform you that all rights under this contract covering the above production have now expired and the producers are demanding the return of all prints delivered to you thereunder.

Will you please, therefore, on receipt of this letter, take immediate steps to have all prints delivered to you on the above production immediately recalled and shipped to

D.W. Griffith, Inc.,
130 West 42nd St.,
New York City.

all charges collect.

Kindly advise us when you are shipping these prints to the above address, and oblige

Very truly yours,

R-C PICTURES CORPORATION.

EW:ES

Manager, Foreign Department.

105A

ROBERT BIGGS
ATTORNEY AT LAW
604 UNION TRUST BUILDING
BALTIMORE, MARYLAND

September 10, 1954.

Mr. Albert H. Benshaf,
120 East 42d Street,
New York City.

My dear Mr. Benshaf:

Your favor of the 8th instant received.

I shall at once state the account in the Shay matter and make the remittance, advising you in that connection.

With kind regards, I remain,

Yours very truly,

Robert Biggs

RB*RG

97.1

COPY FOR A. H. F. HANSHAW
Bush Terminal Bldg.,
East 42nd St.,
New York City

September 10th, 1924

Central Union Trust Co.,
80 Broadway,
New York City

Attention Mr. Galloway

Dear Sir:

We present below a list of Griffith pictures showing total sales and Cash Collections as of August 2nd, 1924.

	SALES	CASH COLLECTIONS
"Dream Street"	$550,451.73	$ 537,209.83
"Way Down East"	1,831,128.48	1,816,231.48
"Orphans of the Storm"	1,260,135.43	1,237,869.66
"One Exciting Night"	810,588.85	775,078.77
"The White Rose"	676,814.75	613,681.96
"America"	417,357.30	163,111.55
	$5,546,476.54	$5,143,183.25

Yours very truly,

UNITED ARTISTS CORPORATION

Comptroller

HD G

C O P Y

ALLIED ARTISTS CORPORATION, Ltd.
[illegible] WARDOUR STREET
LONDON, W.1
ENGLAND

September 11, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING SEPT. 6, 1934

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended August 30th amounted to £1204.10.3. and for the week ended September 6, £935.15.11.

4. The total business from each of the branches amounted to:

Birmingham	£387.10. 0
Cardiff	248.10. 0
Glasgow	150. 0. 0
Leeds	25. 0. 0
Liverpool	116.10. 0
London	468.10. 0
Manchester	244. 0. 0
Newcastle	132.10. 0
Ireland	129. 0. 0
	£1901.10. 0

Cash collections for the week amounted to £3398.18. 1.

Yours sincerely,

(Signed) M. Silverstone

November 14, 1924

Louisiana General Cinematografico
1440 Broadway
New York

Attention Mr. Juan Sanchez

Dear Sirs:

I understand that you have taken over the business of Sanez & Mai, and had been licensed by the Wark Producing Corporation to distribute the motion picture entitled INTOLERANCE. The license for such distribution expired on or about April 9, 1922, and in accordance with such fact we communicated with Medal Film Company, Inc., to whom Sanez & Mai had sub-licensed the above named subject.

The Medal Film Company has written us that it will recognize communications coming only from Sanez & Mai, and, inasmuch as you have taken over the latter's business, will you kindly ask them to immediately return all prints of INTOLERANCE, heretofore supplied them, to Wark Producing Corporation, Room 1107, 1476 Broadway, New York City.

Your prompt attention and courtesy in this matter will be appreciated.

Very truly yours,

RR-EC
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

September 18th 1924.

Miss G.M. Conway,
c/o D.W.Griffith Inc.,
1476 Broadway,
New York City.

Dear Miss Conway:

In signing the checks for the Griffith pay-roll today I note that Mr. Ashcraft has been receiving a salary of $150. from the Griffith Company and I also today signed a check drawn by the United Artists Corporation to his order for a like amount, covering the same period of time.

I am calling this matter to your attention so that in case an error has been made that a correction can be made on future payments.

Very truly yours,

AHTB/GDM

MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN: NINTH DISTRICT.

- -X

IRVING RUBINSTEIN, doing business as

RUBY CAMERA EXCHANGE,

Plaintiff,

-against- #2205-1924

D.W.GRIFFITH INC.

Defendant.

- -X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the defendant's time to answer or otherwise move with relation to the plaintiff's complaint be and the same hereby is extended to and including the 18th day of September, 1924.

Dated: New York September 12th 1924.

Attorney for Plaintiff.

Attorney for Defendant.

D.W. GRIFFITH INC.
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING SEPTEMBER 13TH, 1924.

Cash Balance September 6th, 1924.		838.15	
CASH RECEIPTS			
D.W. GRIFFITH Special Loan	$ 6000.00		
Sundries	3200.00		
Empire Trust Co.	3000.00		
Accounts Receivable	1918.65		
United Artists Corp.	15000.00		
(Paid direct to C.U.T. Co.)			
TOTAL CASH RECEIVED		31118.65	
			31956.96
CASH DISBURSEMENTS			
Rhodia Chemical Co.	100.00		
Motion Picture Prod. & Dist Co. of Amer	858.75		
Thos Cusack	853.82		
Duwico	869.04		
Braxton Frame Co.	453.50		
R.G. Brewer	229.03		
Exhibitors Supply Co.	163.40		
Commanday Roth Co.	550.09		
Hang Service Stations	150.00		
Capehart Carey Corp.	991.65		
Di Salvo Brothers	350.00		
Howard R. Ware Inc.	243.49		
John H. McArdle	127.96		
E.K. Ortis	106.74		
Chicago Evening Post	800.00		
" " "	135.00		
Consolidated Film Industries Inc.	1000.00		
Hepner's Company	500.00		
Capehart Carey Corp.	999.86		
Chicago Journal of Commerce	354.45		
Evening American Publishing Co.	953.20		
The Abend Post Co.	592.00		
Central Union Trust Co.	15000.00		
(Paid direct to U.A. Corp.)			
J.A. Manning	3122.00		
(Cabled to England)			
			28911.27
Balance on Hand September 13th, 1924.			3045.69

Sept. 15, 1924.

Mr. Mack Weinberger,
Hotel Muehlebach,
Kansas City, Mo.

Dear Mr. Weinberger:

Enclosed herewith is this week's check. Received your wire giving your route. Regarding the Imperial I wrote them as you advised, asking them for a quotation to be submitted to you, but so far they have not answered.

Mr. Hellman saw "Judith" Thursday. He phoned me Friday and said that the print had jumped in several places and from his experience he thought that these jumps were in the photography or negative of the picture, owing to its age. The print was a brand new one, only having been shown before once to the Imperial (incidently, they made no mention of any jumps in their letter), and there should be no bad breaks in it. Mr. Hellman said if we could send him a print to Chicago for screening which did not have the jumps in it, he would be willing to pay the expenses and would be interested in the picture. However, we cannot afford to have a new print made up again, as this is only a new print, as I stated before. I am going to ship the print to the Celebrated Film Company as you instructed and am going to advise them to hold same pending your instructions where to ship it to you, so you advise Celebrated where to send it. This is of course, the same print Hellman saw, and I would suggest after you look at it yourself when Celebrated send it to you, that you get in touch with Hellman. I told Hellman I would try and send him another new print, but this cannot be done. Did Kerman Bros. complain of the jumps to you? If not, then the fault cannot be in the negative, it must be in the print, but neither can I understand that as it is brand new.

Please keep me advised, and don't neglect to instruct Celebrated where to send the print to you when they have screened same. With kindest regards,

GUEDALLA, JACOBSON & SEYER.
SOLICITORS.
Guedalla & Jacobson | Seyer & Sons
F. H. Guedalla.
E. H. Jacobson, K.C.

TELEGRAMS: GUEDALLA, STEAD, LONDON
TELEPHONE: GUEDALLA, LONDON
TELEPHONE 2848 2849 2847 LONDON WALL

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

13th September 1924.

A. H. T. Banshaf Esq.,
Messrs. Banshaf, Pembleton & Littlejohn,
150, West 42nd Street,
New York, U.S.A.

Dear Sir,

We beg to refer to your letter to Mr. Guedalla of the 7th July last in which you informed him that our outstanding Bills of Costs in connection with Mr. Griffith had been forwarded to the Allied Artists for discharge here, by three monthly instalments, out of the Griffith funds in their hands.

We duly heard from the Allied Artists confirming this arrangement and stating that the first payment would be made to us on the 1st ulto. We ~~duly~~ reminded them of this arrangement, but we have received nothing so far on account of our outstanding Bills of Costs, and we have now been informed that they have no moneys of Mr. Griffith in their hands out of which to discharge our accounts.

Would you, therefore, be so good as to let us have payment thereof direct. You will remember that these charges were sent in on the 31st August 1923, so that more than a year has elapsed since the delivery of the Bills.

We trust you will give this matter attention and let us have a cheque for £112.9.4. to clear up these outstanding

A. H. T. Benshaf Esq. 15th September 1924.

accounts in our books.

We are, dear Sirs,

Yours faithfully,

Gerald, Jacobson & Co.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT
A. H. T. RANSHAW, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

September 13th 1924.

Report of laboratory work done during week.

Picture	Tests	Releases	Samples	Negatives.
Way Down East		3542		
Orphans of the Storm		5353		
Dream Street		572		
Judith of Bethulia		6854		
The Love Flower		35		
Fall of Babylon		77		
Picture U-8			35081	40,278
	0	16433	35081	40,278

Positive stock used

Eastman 51,514

Negative stock used

Eastman 40,278

Form 1449

CLASS OF SERVICE DESIRED
Full Rate
Half Rate Deferred
Cable Letter
Week End Letter

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Sept. 15, 1924.

John Epping
S. S. "Scythia" (enroute New York from Liverpool)

Have you made your personal hotel reservations Welcome home Regards
Conway

Chas D. W. Griffith, Inc.

RADIOGRAM

WORLD WIDE WIRELESS

CONTINENT TO CONTINENT — SHORE TO SHIP — SHIP TO SHIP

"Via RCA" RADIO CORPORATION OF AMERICA "Via RCA"

FORM No 112
RECEIVED AT 64 BROAD STREET, NEW YORK, AT _____ M. DATE _____ 192__

SEP 15 1924
SR 64

CW93HJRDO

SS SCYTHIA GDYPRCNEWYORK 25

CONWAY GREYGRIF

NEWYORK

HAVE SENT KABLE REQUEST TO PRINCE GEORGE HOTEL INQUIRE IF NOT MADE MAKE RESERVATION AT NEW ROOSEVELT HOTEL FOR TWO GREETINGS

EPPING

FOR MESSENGER
CALL MURRAY HILL 4996 4997 9952
51 EAST 42nd ST.

TELEPHONE: BROAD 5100 — To secure prompt action on inquiries, this original RADIOGRAM should be presented at the office of the Radio Corporation. In telephone inquiries quote the number preceding the place of origin

#14

November 15th 1924.

Medal Film Corporation,
1476 Broadway,
New York City.

Attention Mr. H. Enoeke, Pres.

Gentlemen:

The Mark Producing Corporation, owners of the motion picture entitled "INTOLERANCE" have requested you to return to them any and/or all prints or parts of prints of the motion picture entitled "INTOLERANCE", the rights to distribution of which in the territory of Cuba, Porto Rico and San Domingo you procured from Enens & Mal under contract with them of April 9th 1919.

According to Paragraph Eighth of said agreement, it is stipulated that you shall return at the expiration of the term of the license granted by said agreement positive prints of the said picture theretofore delivered to you and since the Mark Producing Corporation has made demand upon you for the return of such prints and you have not complied therewith, I hereby call upon you to immediately return all prints or parts of prints of the said photoplay that you may have in your possession or under your control to the Mark Producing Corporation, at Room 1107 -1476 Broadway, New York City.

If you do not return the above within the next ten days I regret that I shall be compelled, in order to protect my client's rights, to take such action in the matter as may be deemed advisable.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telephone
Richmond Hill 3095-J.

10758-115th Street,
Richmond Hill, New York,
15 September 1924.

D. W. Griffiths, Inc.,
Longacre Building, 42nd St. and Bway.,
New York City, N. Y.

Attention of Mr. Epping, Treasurer.

Gentlemen:

On the 6th instant, I addressed a letter to you in regard to the position left vacant by the untimely death of my good friend, Robert B. Austin. Although, to date, I have had no acknowledgment, it occurs to me that it might at this time, be well to give you an outline of my work in the past, so as to enable you to judge of my qualifications. To this end, I am enclosing a memorandum of particulars, which I think you will find interesting.

You will note that I have in the past, served in the capacity of "Assistant and Secretary" to important officials in large corporations; and I believe you will agree that my training and experience has been excellent, my duties leading me into many fields of activity, and giving me an opportunity to develop far beyond what might be expected in or associated with any position that includes secretarial work. (Frankly, I have where necessary, merely used it as a mode of entre to a higher position).

I have studied at and graduated from a recognized school of accountancy; have constantly had dealings with books, figures and statements; and this, together with the 1½ years spent in Navy cost Inspection work (shown by the memorandum attached) gives me a good workable knowledge of accounts and finances.

Furthermore, regular association with superiors and subordinates within and without my own organizations, has taught me how to deal with people and win their confidence and respect.

It is not my desire or intention to rush this matter with you; nor to even intimate that I could fill this position, without special training by you. On the other hand, I feel justified in bringing the foregoing to your attention, in order that you may realize that my application is a bona fide one, leaving you to judge of its merit.

Respectfully yours,

John R. Egner, Jr.

John R. Egner, Jr.

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

Sept. 14, 1934.

Night Letter

Mr. Mack Weinberger
Hotel Muehlebach
Kansas City, Mo.

Been reported you are lecturing Hodkinson salesmen threatening to fire them unless sales increases on picture stop How much this true dont know but if you have done anything this kind it is wrong attitude and wrong way to get business stop Suggest in future you be more diplomatic and think you should devote more time to seeing and selling exhibitors yourself Regards

A. L. Grey

Chg D. W. Griffith, Inc.

Form 1402

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Night Letter	
Week End Letter	

Unless Class has an X opposite it above, this message will be transmitted at Full Rate.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Sept. 16, 1924

John Epping
S. S. "Scythia" (arriving New York today from Liverpool)

Prince George reservation okay Regards

Conway

Chg D. W. Griffith, Inc.

Form No. 5

RADIO COMMUNICATION COMPANY, LTD.

54-55, NORFOLK STREET, LONDON, W.C. 2.

Station. Date 16 SEP 1924

PREFIX.	NUMBER.	NUMBER OF WORDS.	RECEIVED. From	Time	
P	1	8	60	60	5.45	5.50

OFFICE OF ORIGIN Newyork

SERVICE INSTRUCTIONS 16

CHARGES.

TOTAL

David Griffiths Cynthia E Hampton

Imperative you make definite statement you signed contract with F.P. in good faith and stand ready to fulfill same after finishing this picture stop If any differences arise they will have to be thrashed out in court as you know nothing about it stop Necessary you state this protect yourself and other parts regards

Guy Grif

This Telegram has been transmitted subject to the condition that neither the Postmaster-General nor this nor any other Telegraph Company or Foreign Government, by whom this Telegram is or would in the ordinary course of the Telegraphic Service be forwarded, shall be liable to make compensation for any loss, injury, or damage arising or resulting from non-transmission or non-delivery of the Telegram, or delay, or error, or omission in the transmission or delivery thereof, through whatever cause such non-transmission, non-delivery, delay, error or omission shall have occurred.

REPETITIONS should be obtained OFFICIALLY through the Office of Receipt.

ENQUIRIES respecting this Telegram must be accompanied by this copy.

W. & S. Ltd. (731-422).

105

Transel | MWV

Berlin S.W. 48
Zimmerstrasse 22/24
Friedrichstrasse 225

17th Sept 1924

Messrs.
Banshaf, Pembleton & Littick,
130. West 42nd Street,
NEW YORK CITY, U.S.A.

Gentlemen:

In reply to your enquiry of the 3rd inst., we beg to inform you that Mr. Goldstein disappeared from Berlin some long time ago and we are unfortunately unable to ascertain his present whereabouts.

Regretting our inability to assist you in this connection.

We remain,

Yours very truly,

TRANSOCEAN FILM CO. G.m.b.H.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT M. T. HANZHAF
130 W. 42ND ST.
20TH FLOOR
NEW YORK CITY

The BRADSTREET of FILMDOM

THE FILM DAILY

The RECOGNIZED AUTHORITY

Vol. XXIX No. 66 — Wednesday, September 17, 1924 — Price 4 Cents

A PICTURE

By DANNY

They've been a long time doing it. But they have turned out a great picture at last. In England. Not that they haven't made some good ones. But far too few sufficiently strong to stand out in this market. As great attractions. But Herbert Wilcox has gone and done it. And his "Decameron Nights" is not only a fine, artistic production; but it looks like a strong box office winner as well.

Not only has he a fine story (based on the Tales of Bocaccio) and a production that compares with any of the fine productions made here, or elsewhere, but he has a cast—and what a cast! Lionel Barrymore, Werner Kraus, Gilbert Ayreton and others. But Barrymore and Kraus—it really should be Kraus and Barrymore, give performances which will be town talk. When the picture is released.

What an artist Kraus is! When this picture reaches out Hollywood way every producer in the business should compel every worker under contract to see it. Just to get some ideas. And the same prevails here. If there is anyone working in America who could have done this job. As Kraus has. Well —I cannot just place him. Certainly not at the moment.

The minute the flappers know this is based on the Tales of Bocaccio, well, you know what they will be doing. Of course, Bocaccio is the original naughty boy. And of course you can't screen Bocaccio. But Wilcox has worked out a story of Robert McLaughlin's play that is mighty interesting, and full of drama.

"Gabe" Hess to Move

It's mighty interesting to know that "Gabe" Hess; counsel for many years for Goldwyn, will leave Metro-Goldwyn next Saturday, and take his portfolio over to the Hays office. Hess has been in the forefront of censorship and Sunday closing legislative fights for years and knows the situation thoroughly. He will have a lot of work to do over there.

Understand the Irwin plan for consolidated distribution

(Continued on Page 2)

Interest In Plan

Proposed Warner Theater Projects Excite Comment in Many Cities —Motley Flint Here

Motley H. Flint, Harry Lubliner of Lubliner and Trinz and Emil Stern of that organization, arrived yesterday from Chicago. When the conferences concerning new theaters begin next week, Lubliner and Stern will discuss the Chicago situation.

The theater plans announced by the Warners last week have created considerable interest throughout the country. Comment from out-of-town will be found below:

Minneapolis

Minneapolis—"Greater Amusements" reports considerable speculation over the Warner plans to build a $500,000 theater here, in view of the fact that Finkelstein and Ruben, who dominate the first-run situation also hold the Warner franchise for the Northwest. So far as Minneapo-

(Continued on Page 4)

New Pathe Serial in Work

Work starts today at the Universal studio on "Thundering Hoofs," a serial, with George Seitz directing. It is being produced by the Malcom Strauss Pictures Corp., with Allene Ray and Johnny Walker featured. Release through Pathe.

"Iron Horse" in Chicago

"The Iron Horse" will play the Woods' theater, Chicago, sometime this Fall.

Mayer Arrives

Louis B. Mayer arrived from the Coast yesterday, via Washington.

Mastbaum In Paris

Joins Ben Hicks and Ben Blumenthal In Big Theater Building Project—Here on the 23rd

The Evening Post reported by cable from Paris yesterday that Jules Mastbaum of the Stanley Co. of America, had joined in a project to give Paris a big picture theater. Associated in the enterprise with Mastbaum are Benjamin Hicks, of London and Ben Blumenthal.

Frank Verity, an architect, who has just returned from the United States, where he studied the construction of American theaters, has prepared plans for the new Paris house, which will seat 3,000 persons and will cost approximately $7,000,000.

Mastbaum said the new theater would be built one block from the opera, in the very heart of Paris. Because of the war and the long per-

(Continued on Page 4)

Hess With Hays

Gabriel L. Hess, general counsel for Goldwyn Pictures since the inception of that organization, and identified with Metro-Goldwyn since the consolidation, will join the Hays organization on Monday, next, as assistant general counsel.

Discuss Exchange Situation

The J. M. P. P. D. A. held a meeting last night, at which was discussed the advisability of opening exchanges in several territories now considered closed to them.

Lloyd Back on Coast

(Special to THE FILM DAILY)

Los Angeles—Harold Lloyd returned from New York yesterday.

Hearing In Boston

Opening Session Touches On Paramount Holdings There—Fenway Bookings Under Analysis

(Special to THE FILM DAILY)

Boston—Investigation of Famous Players by the Federal Trade Commission opened yesterday for its second series of sessions in this city after having last adjourned at Charlotte, N. C., Aug. 31.

Testimony yesterday all went to show that the Famous theater holdings in this territory were negligible, compared to others, and that in the three houses in which Paramount has an interest, the policy has not been one of Paramount pictures exclusively. The Government attorney, Gaylord Hawkins, passed the witnesses with scarcely a question. E. C. Al-

(Continued on Page 4)

New House for Birmingham

The Loew circuit will replace the Bijou, Birmingham, Ala., with a new theater. The deal for property has not been closed.

(Special to THE FILM DAILY)

New Orleans—Loew's and the Saenger Amusement Co., have jointly purchased the Pantages leasehold on property on Canal St, as the site for a new theater.

Cuts Out Ads

Reichenbach Holds Out Paramount Copy in Hearst Papers while Hearst Broadsides with His New Films

Harry Reichenbach has withdrawn his large advertising copy for Paramount specials from the Hearst publications for the time being. His ads are not appearing in the Journal, American or Mirror. This is due, he said yesterday, to the fact that he could not compete with Hearst who

(Continued on Page 4)

Not Bound To "Big 4"

Griffith Claims He Is Free—Back From Germany with Exteriors Made for "The Dawn"

D. W. Griffith returned yesterday on the Scythia, from Germany. Asked specifically about his relations with United Artists, he declared that, according to the opinion rendered by his lawyer, he is bound to that organization no longer than it will take to complete "The Dawn," the picture for which he made exteriors in Germany.

Explaining in detail the United Artists situation, Griffith said he had been persuaded to sign the statement issued last Spring in which the members of United Artists said they would carry on for three more years, because it was represented to him that a statement of that nature was necessary to keep the company free from further disturbing reports.

"Newspapers were publishing re-

(Continued on Page 6)

Filming Shakespeare

(Special to THE FILM DAILY)

Berlin—Hans Neumann producer of "I. N. R. I." is making "Midsummer Night's Dream." He has also secured rights to make films of the trip of the new Zeppelin which will fly from Germany to America shortly.

Michie Sailing

W. S. Gordon Michie of the Stoll organization sails today for England on the Aquitania.

Lesser Returns

Irving M. Lesser returned from the Coast yesterday.

Germans To Invade?

Will Deal Direct with America, According to Cable Reports from Berlin

A determined effort on the part of German producers to gain a permanent foothold in this market will be made, according to a special cable dispatch from Berlin in the Evening Post. The carrying out of the plan involves the establishment of their

(Continued on Page 6)

Trophies

The trophies and prizes for the Fall Film Golf Tournament will be on exhibition, beginning today, in the windows of the Independent Movie Supply Co., 729 Seventh Ave.

Send in your entry!

Vol. XXIX No. 66 Wednesday, Sept. 17, 1924 Price 5 Cents

Copyright 1924, Wid's Films and Film Folks Inc. Published daily except Saturday, 7 to 14 West 44th St., New York, N. Y. Of Wid's Film and Film Folks, Inc. Joseph Dannenberg, President and Editor; J. W. Alicoate, Treasurer and Business Manager; Martin G. Kann, Managing Editor; Donald M. Merriman, Advertising Manager. Entered as second-class matter May 21, 1924 at the post office of New York, N. Y., under the act of March 3, 1879. Terms (Postage free) United States, Outside of Greater New York, $10.00 one year; 6 months, $5.00; 3 months, $3.00. Foreign $15.00. Subscribers should remit with order. Address all communications to THE FILM DAILY, 7 to 14 West 44th St., New York, N. Y. Phone Vanderbilt 4131, 4132, 4133. Cable Address: Jumper, New York. Hollywood, California—Walter B. Greene, 6411 Hollywood Blvd. Phone, Granite 1900. London Representative—Ernest W. Fredman, The Film Renter, 19a Shaftesbury Ave., London, W. 1. Central European Representative—Internationale Filmschau, Prague (Czecho-Slovakia), Wenceslaus.

Quotations

	High	Low	Close	Sales
East. Kod.	109½	109½	109½	100
F. P.-L.	79¼	78½	78¾	1,500
do pfd.			Not quoted	
Film Insp.	8¾	8¾	8¾	400
Loew's	16¾	16¾	16¾	200
Metro-Gold.	16	16	16	500
Warner's			Not quoted	

A PICTURE

(Continued from Page 1)

which won The Motion Picture News contest, is to become a practical business shortly. Details lacking. But expect to be forthcoming in a short time. Been waiting a long time. For something like this. Wonder if it's about to come true?

Let George do it!
George E. Kann Corporation
220 West 42nd St.
New York, Chick. 4052
Cables—Geokann, N. Y.
Foreign Distribution

INSURANCE
We have been handling Motion Picture and Theatrical Insurance for the past fifteen years and are in a position to handle any proposition—big or little.
Arthur W. Stebbins & Co., Inc.
1540 Broadway, N. Y. C.
Bryant 3040

Tops 1923 Earnings

Famous' (Canadian) Profits for Nine Months Greater Than Entire Previous Fiscal Year

(Special to THE FILM DAILY)

Toronto—Famous Players Canadian Corp., Ltd., earned more money during nine months ending May 31, 1924, than during the whole of the previous fiscal year. Operating profits for the nine months totaled $500,134 and, after deduction of depreciation of $117,000, net profits stood at $380,134, compared with $379,936 for the previous fiscal year and $264,080 for 1922. Gross revenue for the nine months' period was $3,280,157, compared with $3,054,702 for the 1923 fiscal year.

The company is offering $750,000 6½ per cent first and general mortgage bonds at 99, callable at 105 on Jan. 31, 1931. The method of providing security is a specific mortgage on seven theaters having a conservative valuation of $3,955,619, these being the Capitol at Montreal, Winnipeg, Calgary and Vancouver; the Regent and Palace at Toronto and the Algoma at Sault Ste. Marie, Ont. The bond offering is being made through the Royal Securities Corporation, Ltd. of Montreal, in which Lord Beaverbrook is interested. Beaverbrook having been a visitor in Toronto and Montreal a short time ago to discuss arrangements.

Properties and equipment are listed at $5,167,765 among the total assets of $15,084,451 in the balance sheet, and franchises, contracts and leaseholds total $8,599,578. Capital account is shown at $12,650,000 on the liability side; funded indebtedness is $980,000; mortgages, $616,140 and accounts payable, $340,674, with a surplus of $253,667.

Grauman Plans New House

(Special to THE FILM DAILY)

Los Angeles—Sid Grauman will build a 2,500 seat theater on the north side of Hollywood Blvd., two blocks west of the Egyptian theater. He will embody in it certain architectural designs he is now gathering abroad.

"Bobbed Hair," Colleen Moore's Next

Hollywood — Colleen Moore will next appear in "Bobbed Hair." The story is an original by June Mathis, her first under the First National banner.

Trouble With "Zander"

Clarence Badger Does Two Weeks Work and Quits—Cosmopolitan Will Remake It

(Special to THE FILM DAILY)

Los Angeles—Production of "Zander the Great," the new Marion Davies vehicle is not proceeding very smoothly. Clarence Badger has resigned after putting in two weeks' work on it.

Those sequences already made will be scrapped and the picture started again in about a week with George Hill directing and Frances Marion in a consulting capacity. Badger had a difference of opinion over certain matters with Daniel Carson Goodman.

New Rochester Exchange

(Special to THE FILM DAILY)

Rochester, N. Y.—The Freedom Film Corp., has been organized by John J. Farran, manager of the Victoria. Officers are Lester Wolfe, formerly with Selznick, president; Edward Dentinger, vice-president; Homer Howard, secretary and Farren treasurer. The corporation will distribute film and handle equipment. Exhibitors have long awaited an exchange here and have heretofore been compelled to get their films from Buffalo. This service has proved particularly unsatisfactory during the winter when heavy snows blocked roads.

Redman Out of Artistic

(Special to THE FILM DAILY)

London—George Redman has resigned from Artistic Films.

INTERNATIONAL KINEMA RESEARCH CORPORATION
AMERICAN AND FOREIGN RESEARCH
MODERN HISTORICAL
UNO
LOU HOWLAND
HOLLYWOOD SECURITY BLDG.

Get the Best
Forget the Rest
Hand Coloring by
Brock.
Phone: Morningside 1776
528 Riverside Drive N. Y. C.

Pathé News
Sees All Knows All
No. 19
AMERICANS DEFEAT BRITISH POLO TEAM IN FIRST MATCH BY BIG SCORE—Brilliant and thrilling game at Meadow Brook demonstrates superiority of American team. The Prince of Wales a spectator.
Other news as usual.
today

GLENN TRYON
HAL ROACH'S
LATEST FIND IN 2 REEL
Pathécomedy

Be sure to have some color in your pictures. There is a growing demand for Colored Titles, Inserts and Trailers
Prizma, Incorporated
3191 Blvd., Jersey City, N. J.
Montgomery 4211

COMING SOON
PRODUCERS DISTRIBUTING CORPORATION

JACQUELINE LOGAN
REGAL PICTURES, INC. PRESENTS
JACQUELINE LOGAN
IN
"The House of Youth"
—FROM THE NOVEL BY MAUDE RADFORD WARREN
ADAPTED BY C. GARDNER SULLIVAN
DIRECTED BY RALPH INCE
SEASON 1924-1925 THIRTY FIRST-RUN PICTURES

"WE NEVER DISAPPOINT"
CROMLOW FILM LABORATORIES
INCORPORATED
220 WEST 42ND STREET
NEW YORK
PHONE—CHICKERING 2937
ALLAN A. LOWNES, GEN. MGR.

Not Bound To "Big 4"

(Continued from Page 1)

ports that Pickford and Fairbanks were to distribute their pictures elsewhere," said Griffith. "I was told reports were in circulation that 'America' and others of my pictures would not be handled by United Artists. It was felt that something had to be done.

"In the interim, offers were coming along from outside sources. When the statement in question was drawn up, I asked my attorney whether this meant a contract. He assured me such was not the case. Therefore I signed. It must be understood that my signature as an individual means nothing. I am employed by the D. W. Griffith Corp. and it is the signature of the corporation that is binding.

"The contract with Famous was made in the belief that it was a good step for the Griffith Corp. to make pictures properly financed as these pictures would be."

While Griffith was in London, he gave a press showing of "Love and Sacrifice" ("America") to get the reaction of the newspapers to the picture which had been rejected by the British censorship commission as anti-English. Griffith said long articles were published following the showing in which newspaper men declared they could see nothing in the production to warrant the stand the censors had taken. Apparently, information received by THE FILM DAILY from London that the ban on the picture will remain is correct, inasmuch as Griffith said the cancelled permit had not been revoked when he had left England. A theater had already been engaged for the London premiere.

Speaking of conditions in Germany, Mr. Griffith said production was just as expensive there as it is here. He is firmly convinced, however, of the great value of shooting stories with a foreign locale where the story occurs. For example in "The Dawn," he used Italian and German actors and secured backgrounds such as are impossible to obtain in America.

The interiors still remain to be made. For these, Griffith will use the Mamaroneck studio. In all likelihood, it will be several months before the picture is ready for exhibition.

Dennis F. O'Brien, general counsel of United Artists is out of town and therefore could not be reached for a statement yesterday.

B. and K. Earn $778,413

(Special to THE FILM DAILY)

Chicago—Six months' earnings of the Balaban and Katz Corp., total $778,413, equal to $2.57 a share on the 264,000 shares of common stock outstanding, after all taxes and charges are met. This compares with earnings of $2.16 per share for the corresponding period of 1923. Of this amount, earnings in the second quarter of the first six month period were $359,832.

Loew-Metro Ball Nov. 1

Plans are being made for the second annual Loew-Metro ball, to be held at the Hotel Astor on Saturday, Nov. 1.

Faxon Dean Here

Faxon Dean, who photographed "The Enemy Sex," is here from the Coast to do the camera work on "Tongues of Flame," starring Thomas Meighan. Production is under way.

Sidney Olcott has loaned Fred Fleck to the Dimitri Buchowetzki unit, which will make "The Swan."

Asher Arrives

E. M. Asher, vice-president of Corinne Griffith Prod., Inc., arrived in New York yesterday to find a studio in which to produce "Declasse". If he succeeds, he will send for Miss Griffith next week, who will bring East a print of "Wilderness".

Traggard in London

Ollie V. Traggard, former Paramount manager in San Francisco is now in London. He sailed some weeks ago with the Shauer party to learn the methods of the English selling organization with which he will be permanently identified.

MOTION PICTURE EXECUTIVE!

YOUNG LADY

SECRETARY — STENOGRAPHER EXECUTIVE, correspondent, ten years motion picture publicity advertising experience, reliable, college education, first-class references, desires position, apply Box K 10, c/o Film Daily, 71 W. 44th St., N. Y. C.

Suit Over Title Ended

The suit of J. E. Harry, the novelist, and the Macauley Co., his publishers, for an injunction restraining Vitagraph from using the title "Behold This Woman" has been discontinued by agreement of both parties, according to an order signed by Justice Fabri of the Supreme Court, Kings County.

Back from South America

George Weltner, representative of the Famous foreign department has returned from Buenos Aires, where he has been stationed for several months.

Jannings as Mephisto

(Special to THE FILM DAILY)

Berlin—Emil Jannings will appear as Mephisto in "Faustus" which Ludwig Berger will direct for the Ufa.

Germans To Invade?

(Continued from Page 1)

own distributing organization in this country.

"America has been a great disappointment to German producers who, unable to see why Americans have welcomed only a few of their greatest pictures," said the Post, "decided influentiaus trust machines must be responsible. They have threatened to cease buying American films unless Americans reciprocate."

Studio For Sale or Rent

Three stages, new lighting equipment with every modern device. Size of building 80 x 150 with ground for the same not Subway rule, easy to reach. Terms reasonable.

Mitnathal Bros.
100 West 69th Street

CHROMOS TRADING COMPANY

1123 Broadway

A consultation with us costs you nothing, yet it may be the means of saving you money at some future time. Spend a few minutes to get acquainted!

MOTION PICTURE ENTERPRISES
FINANCED AND PROMOTED

'Phone Watkins 4522 — Suite 1207-8

"WELCOME STRANGER" PROVED A KNOCKOUT FOR GEORGE L. DENTON SUNSET THEATRE, FORT LAUDERDALE, FLA.

"I want to tell you that "WELCOME STRANGER" is one of the best pictures shown in Fort Lauderdale this year. I say so and all the people that saw this picture Sunday night and tonight say so. With all this proof I know that I am correct. This, as you know, is my first Producers Distributing Corporation picture to play. My only hope is that the others are as good. I don't want any better ones. A picture that will please 100% in a small town with mixed patronage is all anyone could wish for. With best wishes."

Geo. L. Denton

Released by

PRODUCERS DISTRIBUTING CORPORATION

Foreign Distributor: Wm. Vogel Distributing Corp.

SEASON 1924-1925—THIRTY FIRST-RUN PICTURES

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 1450 Broadway, New York "WEST"

B154N CDI 20 COLLECT

R STLOUIS MO 1045A SEPT 18 1924

ALBERT L GRAY

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

RECEIVED LETTER FROM DAVIDSON OF HODKINSON SAYING APPROPRIATION WIPED OUT WHAT DOES HE MEAN WIRE TO STATLER STLOUIS REGARDS

MACK D WEINBERGER

1207P

Pa. Th. E. 9/20 - 100
Exp. 9/14 70 27
Pa. Th. E. 9/27 - 100
Exp. 9/20 70
340

Pa. Th. 10/4 100
Exp. 9/27 70
Exp. 10/4 70
248
540

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1924 SEP 18 AM 3 37

1450 BROADWAY
PENN. 0540-5

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at
AA 79 53 COLLECT NL

STLOUIS MO 17

ALBERT L GREY

D W GRIFFITH INC 1476 BROADWAY NEWYORK NY

RECEIVED WIRE I MOST EMPHATICALLY DENY THAT I MADE ANY SUCH STATEMENT TO ANY ONE IN THE HODKINSON ORGANIZATION STOP THE PERSON THAT SAID I DID IS ABSOLUTELY LIEING STOP I THINK IT ONLY RIGHT THAT THE HODKINSON OFFICE INFORM ME AS TO WHO MADE THIS STATEMENT ABOUT ME LETTER FOLLOWS

REGARDS

MACK D WEINBERGER.

United Artists Corporation
of Illinois
3332 Olive Street
St. Louis, Mo.

Sept. 18, 1924.

Mr. Albert Gray,
% D. W. Griffith, Inc.,
1476 Broadway,
New York City, N.Y.

Dear Mr. Gray:

I was very much surprised at the contents of your wire of yesterday. As stated in my telegram, I most emphatically deny that I made any such statement.

Mr. Gray, my mission is to increase the sales on "HIS DARKER SELF" and that is just what I am doing. I can assure you that unless I made this trip your sales at this time would have dropped to almost nothing. The Branch Managers and salesmen were forgetting about this picture entirely and they had a thousand and one excuses why they could not sell it. It is my business to change this situation and furnish the proper stimulation. You can rest assured that I am doing it in a most diplomatic way. I still understand the distribution of pictures and how to handle a sales force. My methods have always been successful and I know that I am goingto accomplish my purpose on this trip which is to bring the gross on HIS DARKER SELF up to a decent figure. To prove that I am doing the right thing we will take the case of the Chicago Branch - this office for five or six weeks previous to my arrival sent in an average business of $30.00 a week. Mr. Mayberry, Central Division Manager reported to me the other day that the Chicago Branch sent in $250.00 worth of contracts last week. I know that you will find the same condition in all the offices I have written to and visited thus far.

You say that you feel that I should stay in the Exchanges a little longer and also sell the picture to the exhibitors myself. Of course, I interview as many exhibitors as possible, but I do not deem it advisable that I sell the picture myself. I would rather leave that to the salesmen on the territory. If the exhibitor felt that we are so very anxious

to get his business that I had to come on from New York he would take advantage of such a situation and offer me almost nothing for the picture. Then again, I want the Producers Distribution Organization to concentrate their efforts on the thousands of small towns thruout the country as that is where we derive most of our profits from. Naturally, it is physically impossible for me to cover these situations personally. The situation as it stands at present makes it necessary for me to get around as many exchanges possible as quickly as I can so as to see that they are all functioning properly as to the sale of HIS DARKER SELF. If I were to stay in one city and try to cover the territory myself and also try to sell JUDITH and talk to the leading exhibitors on AMERICA why it would take me five or six months to complete this trip. I do not believe that you want to go to this expense as I know that most of it is being charged up to HIS DARKER SELF.

Mr. Gray, you need not worry as long as this picture is in my hands. I will absolutely see to it that this picture is handled properly and bring it up to a gross where it will show a profit.

The State Rights Market in this industry is absolutely shot to pieces. Some of our largest State Right Men will only handle pictures on a percentage. It is most surprising to know that the leading State Right Producers are willing to let them have their pictures on such an arrangement. I am doing my utmost to sell JUDITH for cash only but have not had what I would call very much success up to the present. If we have to adhere to selling this picture on a percentage why there is no use of rushing it as I can have this picture distributed all over the country any time I care to on such a basis. I would also rather wait and take this matter up with you personally so that I may know your attitude on same.

For the Cleveland and Detroit territories I will have to wait until I get to Pittsburg. There are two men there that I wish to see who distribute in these territories but make their headquarters in the latter city. In Chicago, I have the

Celebrated Film Corp., and Hellman lined up. I believe I will go to Chicago from here for just a day to close the situation. In Minneapolis, the State Right Men want to see the picture so I have arranged to ship the print to the United Artists Corp., and have Tom Mc Evoy show it to them. The same condition exists in Omaha and I made the same arrangement with Jack Von Tilzer, local United Artists Manager.

In regard to the Imperial situation in Philadelphia, I will take this matter up with them personally on my way back to New York.

With kindest regards, I beg to remain,

Cordially yours,

Mack D. Steinberg

September 18, 1934.

Mr. John H. Lamer, Jr.,
10968 111th Street,
Richmond Hill, N. Y.

Dear Sir:

Your letters of September 6th and 16th, addressed to Mr. Epping, were received at this office, but due to the fact that Mr. Epping was abroad, and did not arrive here until Sept. 16th, naturally your letters were not brought to his attention.

Mr. Epping has been very busy since his return attending to numerous urgent matters which accumulated during his absence and since Mr. Austin's death, and I have not as yet presented your letters to him. However, in a few days I presume that matters will have shaped themselves so that I can bring your letter to his attention.

I do know that Mr. Epping has formulated no definite plans regarding Mr. Austin's successor, but as vacancies in the past, in the organization, have always been filled by promotions when possible, no doubt this rule will apply in this instance.

Very truly yours,

Sec'y to Mr. J. C. Epping

CC

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Minutes of Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at the office of the Corporation at 71476 Broadway, City and State of New York, on the 18th day of September, 1924, at 8:30 o'clock in the afternoon.

PRESENT: Messrs. D.W.Griffith, President,
Albert L. Gray, Vice President,
-and-
Albert H.T.Banshaf, Secretary,

constituting a majority of the Board of Directors.

The President called the meeting to order and stated the purpose thereof.

The Secretary then presented a Waiver of Notice of this meeting which was ordered on file.

The Secretary then stated that due to the death of ROBERT B. AUSTIN, a vacancy had occurred in the office of Assistant Treasurer and it would therefore be necessary to appoint someone to fill the vacancy thereby created.

Upon motion duly made, seconded and carried, Miss C.M. CONWAY was duly appointed Assistant Treasurer of this Corporation to serve at the pleasure of the Board and to fill the vacancy created by the death of ROBERT B. AUSTIN.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

"WHEREAS, it is deemed advisable and necessary for the business of the Corporation to appoint Miss C.M. Conway, Assistant Treasurer of this Corporation in place of Robert B. Austin, Deceased, and for the said C. M. Conway to sign checks for the withdrawal of the Corporation's funds on deposit or which may in the future be on deposit with any bank or banks.

NOW, THEREFORE, BE IT RESOLVED, that said C.M. Conway, Assistant Treasurer of this Corporation

be and she hereby is authorized and empowered to sign any and all checks, drafts or orders for the withdrawal of the Corporation's funds that may now or hereafter be deposited in the name of the Corporation with any Bank or Banks until further ordered.

BE IT FURTHER RESOLVED, that the said C.H.CONWAY, Assistant Treasurer, of this Corporation, be and she hereby is authorized and empowered to sign notes and trade acceptances in the usual course of business.

There being no further business to come before the meeting the same was adjourned.

Albert H. T. Bagley
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 18th 1934.

D.W.Griffith, Inc.,
1470 Broadway,
New York City. Attention Mr. Gluna:

Dear Sir:

In the case of Ruby Camera Exchange against D.W. Griffith, Inc., I wish to advise that due to all the circumstances in this matter and the correspondence heretofore had between Mr. Godwin and the Ruby Camera Exchange, it was deemed best to settle this action. The attorney for the Ruby Camera Exchange has agreed to accept the Griffith note for $128. which covers the amount of the claim, $125.00 plus $3.00 disbursements. I am therefore today turning over the note which you have delivered to me for that purpose.

You may use this letter as your voucher.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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MUNICIPAL COURT OF THE CITY OF NEW YORK
BOROUGH OF MANHATTAN - THIRD DISTRICT.

- -x

IRVING RUBENSTEIN, doing business as
RUBY CAMERA EXCHANGE,

Plaintiff,

-against-

D.W.GRIFFITH, INCORPORATED,

Defendant.

- -x

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the trial defendant's time to answer adjourned in the above-entitled action be and the same hereby is extended to ~~and including~~ 9th the 6th Oct day of November, 1924.

Dated: N.Y., September 18th 1924.

Aaron Lomy
Attorney for Plaintiff.

Albert H. Blankingship
Attorney for Defendant.

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Douglas Fairbanks

Hollywood, California,
September 18th, 1934.

My dear Bert:

Joe Schenck left for New York today. Yesterday I had a conference with him and I am inclined to believe that if Mr. Griffith were to see Mr. Schenck you could evolve a business arrangement that would relieve you of the results of the PAT POWERS contract, and perhaps place Mr. Griffith in such a business position that he would not have to worry about finances, etc.

The above is a deduction I made from the pleasant things that were said by Mary, Douglas and Joe in talking over the present situation. I think if you could bring about a quasi-social engagement between Mr. Schenck and Mr. Griffith, something to the benefit of everybody concerned could be worked out.

All here join me in the best ever.

Sincerely,

Doug

P.S. Mr. Schenck will be at the Ambassador Hotel and can be reached also at his own office in New York City.

Doug

Mr. Albert Banzhof,
Busch Terminal Building,
West 42nd Street, near Broadway,
New York City.

Jane Schwerk

12-

11 floor

COLLEGE OF WILLIAM AND MARY
FOUNDED IN 1693
WILLIAMSBURG, VIRGINIA

DEPARTMENT OF BIBLICAL LITERATURE
AND RELIGIOUS EDUCATION
REV. W. A. R. GOODWIN, D. D.

September
Eighteenth
1924

Mr. D. W. Griffith
Griffith Studios
Orienta Point
Mamaroneck, Long Island

My dear Mr. Griffith:

It was exceedingly courteous of you to think of me and my friends in connection with the presentation of "AMERICA" in Richmond. I, personally, was not able to go up as I had to preside at the first meeting of the Freshman class, as chairman of the Freshman committee here at the College. Mrs. Goodwin and Miss Hayes, both of whom saw the pictures taken at Yorktown, and two other friends had, however, the pleasure, through your courtesy, of seeing the picture and were charmed and delighted with it. I had already seen it in New York.

We all wish to thank you most cordially for your kindness and to wish you good luck. I hope that you will come sometime to see us here.

With sincere regards, I remain,

Faithfully yours,

W A R Goodwin

Room 1107,
1476 Broadway,
New York City, N. Y.,
September 19, 1924.

Commission General of Immigration,
Ellis Island, N. Y.

Dear Sir:

I arrived from Europe with my husband on September 16th on the Cunard liner "Scythia".

To the visa which I received in Europe there was attached my U. S. birth certificate and also my marriage certificate. Upon presenting the visa to the immigration inspector on the boat I asked him to return the certificates to me to which he replied that he could not detach them and that I would have to write to your office for same. I desire to use my birth certificate for the purpose of re-claiming my citizenship which I lost when I married my husband who was born in Germany and has not as yet received his second papers.

May I kindly request you to forward these certificates to me at the above address, 1107 Longacre Bldg. (1476 B'way), New York City, for which I take occasion to thank you in anticipation.

Very truly yours,

GENERAL OFFICE
[illegible] Fifth Avenue, New York
W. Morton [illegible]

OFFICES
London, Liverpool, Paris, Bordeaux, Antwerp,
Berlin, Christiania, Stockholm, Lake Tahoe, Sydney
New York, San Francisco

CABLE ADDRESS
"HUSTLE" NEW YORK
CODES:
Bentley's & A.B.C. 6th Edition Improved

INTEROCEAN FORWARDING CO.

TELEPHONE LEXINGTON [illegible]

NEW YORK, N. Y. Sept. 19, 1924

OUR FILE

Mr. Epping
J. D. V. Griffith, Inc.
1476 Broadway
New York City

Dear Mr. Epping:

Referring further to conversation in regard to the jewelry, would suggest that you kindly arrange to send to Germany, and have the lady from whom you took delivery of the jewelry, arrange to prepare an affidavit, which she shall declare to before the American Consul and forward to you, along the following lines:

"I ---- Mrs. Elsa Wolff McEvoy Meyer a citizen of ---- U. S. A. reside at the present time in Berlin. I am the owner of certain jewelry described as follows; one diamond bracelet with thirty-five quarter carat stones set in platinum, one platinum wrist watch studded with chip diamonds, one platinum ring with three one carat diamonds. The jewelry referred to is of American manufacture and was purchased in the United States by my husband about ~~[illegible]~~ 1921. I left the United States about Oct. 1922

Being of American manufacture, and my property, I entrusted the jewelry in question to Mr. J.C. Epping, who is -- and requested him to arrange, on his arrival in the United States, to sell the jewelry and remit the proceeds to me for the purpose of coming to the United States. I have been much in need of money to live, owing to conditions existing at the present time in Germany. The jewelry has been my property from the date mentioned above, and I have not transferred it, nor have I given title to it or in it to anybody. The sole object of requesting Mr. Epping to take it to the United States was as for my account, for the purpose of obtaining funds to enable me to live in Germany and enable me to travel to the United States, where I live."

The above is the substance of the affidavit which she shall make and declare to before the American Consul in Berlin, and forward to you. She should state in the affidavit, in the blank spaces, her nationality. If American, all the better, in

Mr. Epping 9/19/44

which case she should state where born, and when she left the United States, etc. She shall also state what relation she is of yours.

The object is to show that the jewelry in question is still her property and simply being sent to the United States for the purpose of sale to obtain funds to help here. The substance of the affidavit should be that in no case has she give right or title to the jewelry to anyone, but that in all cases the right, title and interest in the jewelry rests with her at all times, until possibly you have sold it in the United States.

Yours very truly,

EUROPEAN FORWARDING CO., Inc.

Managing Director.

MM:B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 707
U. S. Internal Revenue

1925 RETURN
CAPITAL STOCK TAX

FOR DOMESTIC CORPORATIONS
(SEC. 700, REVENUE ACT OF 1924)

File with Collector of Internal Revenue for your district on or before July 31, 1925, to avoid penalty

(Collector initials)
Assessment List, Form 44 4
(Month) (Year)
(Page) (Line)
Audited by

TO BE STAMPED BY COLLECTOR, DENOTING DISTRICT AND DATE RECEIVED

1. Name PARAMOUNT PICTURES CORPORATION (Name of corporation, partnership, company, or association) (Show former name, if changed)
2. Address 130 West 42nd Street, New York, N. Y. (The address must be that of the principal place of business. Give "street and number," "City or town," and "State")
3. Name of parent company, if any None (District filed)
4. Name of subsidiary, if any None (Or attach list and state number of shares held, also districts where filed) No. shares held (District filed)
5. Nature of business in detail Owns rights of motion picture negatives. No business transacted.
6. Incorporated or organized in State of New York Month Dec. Year 1916
7. Return for previous year filed in 3rd Dist. N.Y. District. Fire insurance carried, if any, $ None (Attach list, Exhibit A)

TAX PAYABLE ANNUALLY IN ADVANCE

RETURN FOR TAXABLE PERIOD JULY 1, 1924, TO JUNE 30, 1925, BASED ON FAIR AVERAGE VALUE OF CAPITAL STOCK FOR PRECEDING YEAR

CAREFULLY READ ALL INSTRUCTIONS BEFORE MAKING RETURN

DO NOT PASTE RIDERS TO FACE OF RETURN

JUNE 30, 1924 Use no other date	Cum. or noncum.	Dividend rate	Number of shares	Par value per share	TOTAL				This column for use of Department
8. Common stock outstanding		%	100	$ 100	$	10	000	--	
9. First preferred stock outstanding		%							
10. Second prefer'd stock outstanding		%							
11. Surplus (estimate, if necessary)									
12. Undivided profits (estimate, if necessary)						4	896	84	
13. TOTAL						14	896	84	

COMPUTATION OF TAX	This column for use of taxpayer				This column for use of Department			
14. Fair value of total capital stock for fiscal year determined by Exhibit	$			xx	$			xx
15. Deduction allowed by law		5	000	xx		5	000	xx
16. Amount in excess of $5,000 (Omit cents)				xx				xx
17. Tax at rate of $1 for each full $1,000 in excess of $5,000 (Omit cents)				xx				xx
18. Penalty for delinquency in filing return								
19. TOTAL TAX AND PENALTY								

TO FACILITATE COLLECTION OF TAX A REMITTANCE IN THE AMOUNT REPORTED MAY ACCOMPANY THIS RETURN

Exemption claimed. Same reason as previous year. No change in Status or condition of company.

CLAIM SETTLEMENT RECORD

AMOUNT $
ALLOWED $
REJECTED $
FAIR VALUE $
BASIS

Every corporation must file a return. Determination of liability rests with the Commissioner. This applies to all companies claiming exemption.

No excess payment of capital stock tax allowed as a credit against any tax due.

ADDITIONAL ASSESSMENT RECORD

, 19 LIST
PAGE LINE
ADDITIONAL TAX, $
BY

2—4790

ALL TAXES ARE PAYABLE TO THE COLLECTOR OF THE DISTRICT IN WHICH RETURN IS FILED

(SEE INSTRUCTIONS ON PAGE 4)

EXHIBIT B (See Special Instructions No. 4, page 4)

QUOTATIONS OR OUTSIDE SALES PRICES .....
(Give name of exchange or specify "Outside sales")

MONTH	COMMON		FIRST PREFERRED	
	Number of shares outstanding	Price	Number of shares outstanding	Price
July, 1923		$		$
August, 1923				
September, 1923				
October, 1923				
November, 1923				
December, 1923				
January, 1924				
February, 1924				
March, 1924				
April, 1924				
May, 1924				
June, 1924				
Total				
Average	x x x x x x x x		x x x x x x x x	

SPECIAL INFORMATION

Manufacturing and trading corporations will report annual gross sales for the five years shown under Exhibit C.

FISCAL YEAR ENDED—	SALES
19	$
19	
19	
19	
19	

If any shares, show number of shares each month, regardless of sales.

RECAPITULATION OF EXHIBIT B	This column for use of taxpayer	This column for use of Department
Average sale value of common stock per share, $....., multiplied by ..... number of shares outstanding	$	$
Average sale value of first preferred stock per share, $....., multiplied by ..... number of shares outstanding		
Average sale value of second preferred stock per share, $....., multiplied by ..... number of shares outstanding		
TOTAL (value of total capital stock reflected by Exhibit B)		

Approximate number of shares traded in during the year: Common..... Preferred.....

NOTE.—Parent companies will facilitate audit by attaching supplemental Exhibit C, showing consolidated income of group.

EXHIBIT C (See Special Instructions No. 5, page 4)

ANNUAL INCOME (Not consolidated income of group)

FISCAL YEAR Ended—	NET INCOME (Deficit in red)	DEDUCTIONS	ADDITIONS	ADJUSTED INCOME	NUMBER OF SHARES	DIVIDENDS DECLARED Common	First preferred	Second preferred	DEPRECIATION
19	$	$	$	$		%	%	%	$
19						%	%	%	
19						%	%	%	
19						%	%	%	
19						%	%	%	
Total									
Average	$	x x x x x x	x x x x x x	$		%	%	%	$

RECAPITULATION OF EXHIBIT C	This column for use of taxpayer	This column for use of Department
Average annual income as adjusted	$	$
Capitalized at.....per cent (value of total capital stock reflected by Exhibit C)		

STATE OF New York
COUNTY OF New York } ss:

We, ..., President, and ALBERT H. T. BANZHAF, Treasurer, of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct.

Sworn to and subscribed before me this 19 day of ....., 192 4

[SEAL.] ..... (Official capacity)

..... *President.*

..... *Treasurer.*

2—4790

(SEE INSTRUCTIONS ON PAGE 4)

COLLEGE OF WILLIAM AND MARY
FOUNDED IN 1693
WILLIAMSBURG, VIRGINIA

DEPARTMENT OF BIBLICAL LITERATURE
AND RELIGIOUS EDUCATION
REV. W. A. R. GOODWIN, D. D.

September
19th
1924

The Griffith Studios
Mamaroneck
Long Island

Gentlemen:

We have a letter from Mr. John Scott Lansdale, 5 Maiden Lane, New York, asking us to furnish about two hundred feet of film for a motion picture which they are putting out entitled "Our American Colleges".

Mr. Griffith wrote to Dr. Chandler that he would turn over to us the films that were taken here on the campus, but which were not used in AMERICA.

We have only ten days allowed us in which to get these films to Mr. Lansdale. Will you be good enough to let us have these unused films for the purpose mentioned? It will be quite impossible for us to take now films which would compare in beauty and interest with those which were taken by Mr. Griffith. Will you kindly telegraph me immediately whether we can count on receiving these films which Mr. Griffith kindly offered to us, and will you be good enough to forward them, by special delivery registered post immediately to me?

Lansill

They will be of inestimable benefit to us in advertising the old College to the American public.

With all good wishes and sincere regards, I remain,

Faithfully yours,

W. A. R. Goodwin

We are addressing this letter to the Griffith Studios, having been informed that Mr. Griffith is in Europe. Otherwise of course it would have been addressed to him personally.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

September 20th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
White Rose		5795		
Way Down East		31803		
Birth of A Nation		12569		
Orphans of The Storm		6602		
Judith of Bethulia		481		
Fall of Babylon		164		
Picture U-8			18661	0
	0	57414	18661	0

Positive stock used

Eastman 76075

Negative stock used

Eastman 0

D.W. GRIFFITH INC.
CASH RECEIPTS AND DISBURSEMENTS FOR WEEK ENDING SEPTEMBER 29TH, 1924.

Cash Balance September 13th, 1924.		3045.69	
CASH RECEIPTS			
D.W. Griffith Special Loan	4000.00		
Sundries	220.00		
Accounts Receivable	2235.12		
United Artists Corp.	15000.00		
(Paid direct to C.U.T. Co.)			
Total Cash Received		21455.12	
			24500.81
CASH DISBURSEMENTS			
Price, Waterhouse and Co.	750.00		
Hesells Cine Equipment Co.	419.82		
Chicago Tribune	364.00		
Daily Jewish Courier	157.20		
Eaves Costume Co.	500.00		
International Newspaper Advtg. Co.	656.32		
S. S. & Lee Shubert Inc.	24.58		
Jewish Daily Journal	214.20		
I.M. Friedman	481.90		
Manufacturers Trust Co.	24.64		
Herald-Examiner	370.25		
Allen Meyers	225.00		
Commanday Roth	1000.00		
Chicago Flag & Decorating Co.	280.00		
Walton and Spencer Co.	458.50		
Capehart Carey Corp.	1000.00		
Longacre Improvement Co.	628.90		
M.E. Campbell-Petty Cash	500.00		
Central Union Trust Co.	15000.00		
(Paid direct by U.A. Corp.)			23055.31
BALANCE ON HAND SEPTEMBER 22ND, 1924.			1445.50

D.K. GRIFFITH, INC.
LIST OF PAYMENTS FOR WEEK ENDING SEPTEMBER 20TH, 1924.

DATE DUE	TO WHOM PAYMENT IS DUE	AMOUNT DUE	AMOUNT ALREADY PAID	AMOUNT NOW PAID
Sept. 14	Price Waterhouse & Co.	$ 750.00	$	$ 750.00
15	Moseley Glue Equipment Co.	418.82		418.82
15	The Chicago Tribune	364.00		364.00
15	The Daily Jewish Courier	157.80		157.80
15	Seven Costume Co.	2500.00	2000.00	500.00
16	International Newspaper Advt. Co.	656.38		656.38
16	John J. Leahy Electric Supply Co.	325.77		325.77
17	Jewish Daily Forward	214.20		214.20
17	J.H. Friedman	481.00		481.00
17	Herald Examiner	370.25		370.25
17	Cosmanday Roth	2500.00	2000.00	500.00
18	The Chicago Flag & Decorating Co.	260.00		260.00
18	Walton & Spencer	1458.50	1000.00	458.50
18	Canehart Carey Corp.	2000.00	1500.00	500.00
19	Chicago Daily News	1604.62	1000.00	604.62
20	A.L. Grey	500.00		500.00
20	Canehart Carey Corp.	6112.29	5000.00	1112.29
20	A.H.T. Bauhaf	1400.00	1400.00	
		22294.87	13900.00	8394.87
	Central Union Trust Co.			15000.00
	Larkin, Rathborne & Perry			500.00
				23894.87

10722-115th Street,
Richmond Hill, New York,
21 September 1934.

Mr. J. H. Epping, Treasurer,
D. F. Griffiths, Inc.,
Longacre Building, New York City.

Dear Sir:

The writer has addressed two letters to you (under dates of September 6th and 15th), in regard to his being considered for the position left vacant by the death of his good friend, your late Assistant Treasurer, Robert Bartholomew Austin.

A reply has been received from your secretary, to the effect that these letters have not yet been presented to you, due to press of other matters coincident with your return.

I feel certain, however, that this is a matter to which you are now giving serious thought; may I not ask, therefore, that you read my letters and, if the information contained in them be of interest, give me an opportunity to call upon you to discuss the situation in detail.

Very respectfully yours,

John R. Egner, Jr.

John R. Egner, Jr.,

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated this message will be transmitted as a full rate telegram.

COPY OF WESTERN UNION TELEGRAM

Sept. 28, 1926.

Night Letter

Mr. Max Feinberger
Claypool Hotel
Indianapolis, Ind.

Jackinson refuse advance any further salary or expenses so regret you will have to arrange terminate Saturday twenty seventh step Will take care unpaid expenses and salary upon your return Regards

A. L. Gray

Chg D. W. Griffith, Inc.

September 22, 1924.

In reply please
refer to 7/22/24 ROD

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:- ATTENTION: Mr. Galloway

Attached hereto is statement showing Sales and Cash Collections on D. W. Griffith's pictures to August 30, 1924, in the United States, Cuba, Canada and Mexico.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl.
ROD:AP

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

132

at a Special Meeting of the Board of Directors of D.W.GRIFFITH, INCORPORATED, held at the Studio of the Corporation, at Orienta Point, Mamaroneck, New York, on the 22nd day of September, 1924, at 12:30 o'clock in the afternoon.

PRESENT: Messrs. D.W.GRIFFITH, PRESIDENT
ALBERT L. GRAY, Vice President,
J.C.EPPING, Treasurer
and
ALBERT H.T.LANTHAF, Secretary,

constituting a majority of the Board of Directors.

The President called the meeting to order and stated the purpose thereof.

The Secretary then presented a Waiver of Notice of this meeting which was ordered on file.

The Secretary then stated that he had received an offer from Mr. J.C.Epping, proposing to purchase the motion picture rights of the story or play entitled "THE WHITE SLAVE" written by Bartley Campbell for the sum of Fifty thousand ($50,000.00) Dollars.

After discussion and upon motion duly made, seconded and carried, Mr. Epping not voting, the following preambles and resolutions were duly adopted:

WHEREAS, Mr. J.C.Epping has offered to purchase from this Corporation the motion picture rights to the play or story entitled "THE WHITE SLAVE", for the sum of Fifty thousand ($50,000.) Dollars; and

WHEREAS, in the judgment of this Board of Directors, such price so offered is considered fair and reasonable, in view of the fact that the story was purchased by this Corporation for the sum of Twenty-five thousand ($25,000.00) Dollars,

NOW, THEREFORE, BE IT RESOLVED, that the said offer of J.C. EPPING be and the same hereby is accepted and that the proper officers of this Corporation be and they hereby are authorized, empowered and directed to transfer, sell and assign to the said Mr. J.C. EPPING ~~and the Corporation's~~ rights, ~~title and interest~~ in and to the story or play entitled "THE WHITE SLAVE" written by J. Martin Campbell, and the proper officers of this Corporation are further authorized, empowered and directed to execute any and all instruments necessary to effect such transfer.

Upon motion duly made, seconded and carried, the following resolutions were unanimously adopted:

RESOLVED, That

D.W. Griffith - - President
Albert L. Grey - Vice President
J.C. Epping - Treasurer
Albert H.T. Banshaf - Secretary
C.M. Conway - - Asst. Treasurer

of this Corporation are hereby authorized to sign the name of the corporation to any and all checks, drafts, notes, acceptances and other negotiable or non-negotiable instruments and orders for the payment and withdrawal of any and all moneys, credits, items and property at any time held by the Manufacturers Trust Company for the account of this corporation, in the following manner:

Signed by the President, Treasurer or Asst. Treas. and/or signed by the Vice-President and countersigned by the Secretary.

FURTHER RESOLVED, That endorsements on behalf of this corporation upon any and all checks, drafts, notes and other negotiable and non-negotiable instruments of every kind deposited by or on behalf of this company with said Trust Company for credit, or for collection or otherwise, may be made by any one of the foregoing persons, or by rubber stamp;

FURTHER RESOLVED, That any one of the foregoing persons is hereby authorized without further notice or resolution, to sign or endorse in the name of this corporation, any and all notes or other negotiable instruments for discount with or sale to said Trust Company;

FURTHER RESOLVED, That said Manufacturers Trust Company be and hereby is authorized to honor any checks or drafts or other negotiable paper signed in the manner aforesaid, in the name of the corporation, payable to the order of any of said persons, including the person or persons so signing, or endorsed by any one of them in the name of this Corporation for the personal use of them or any of them, including the person or persons so signing or endorsing the same;

FURTHER RESOLVED, That any one of the foregoing persons is authorized to act for this corporation in all matters and transactions relating to any of its business with said Manufacturers Trust Company.

FURTHER RESOLVED, That all the foregoing authorities shall be and continue in full force and effect until revoked by written notice of such revocation, signed by the proper officer of this corporation actually received by said Manufacturers Trust Company.

There being no further business to come before the meeting the same was duly adjourned.

....Albert G. S. Bayhof.

SUPREME COURT : NEW YORK COUNTY

- - - - - - - - - - - - - - - - - -

CLARK D. PEASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant,

- - - - - - - - - - - - - - - - - -

A N S W E R

- - - - - - - - - - - - - - - - - -

ALBERT H.T.BANZHAF,
Attorney for Defendant,
Office & P.O. Address,
#130 West 42nd Street,
Boro of Manhattan,
City of New York.

Folio 1

SUPREME COURT : NEW YORK COUNTY.

- -x

CLARK D. PHASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

- -x

Defendant, answering the Complaint of the Plaintiff, alleges:

" 2. FIRST: Denies each and every allegation contained in said Complaint.

W H E R E F O R E, Defendant demands judgment dismissing the Complaint herein, together with costs and disbursements of this action.

ALBERT H.T.BANZHAF,
Attorney for Defendant,
Office & P.O.Address,
~~#~~ 130 West 42nd Street,
Boro of Manhattan,
City of New York.

" 3.

Folio 4 STATE OF NEW YORK }
COUNTY OF NEW YORK. } ss.:

ALBERT H.T.BANGHAF, being duly sworn says:
That he is attorney for the Defendant in this action and resides at #88 Woodbine Ave., Larchmont, N.Y.; that he has read the foregoing Answer and knows the contents thereof and that the same is true to the knowledge of the deponent, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true. Deponent further says that the grounds of his belief as to all matters therein not stated

" 5 upon his knowledge are as follows: conversations had with the defendant and his employees and representatives.

Deponent further says that the reason why this verification is not made by the said defendant is that said defendant is not within the county where such attorney has his office.

Albert H. Banghaf

Sworn to before me this 22nd:
day of September, 1924.

" 6

Robert C. Fuller
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

116A

SUPREME COURT: NEW YORK COUNTY.

- -X

CLARK D. FRASE,

Plaintiff,

-against-

DAVID WARK GRIFFITH,

Defendant.

- -X

CITY, COUNTY AND STATE OF NEW YORK. } ss.:

GERTRUDE D. MURPHY, being duly sworn, says that she is a clerk in the employ of ALBERT H.T.BANZHAF, the attorney for the Defendant herein; that on the 22nd day of September, 1924, at 4:30 o'clock P.M., she served the annexed Answer upon Messrs. Schlesinger & Schlesinger, attorneys for the Defendant, by depositing it in a post office mail shute located at #130 West 42nd Street, Boro of Manhattan, City of New York, which is regularly maintained by the Government of the United States, and under the care of the Post Office of the City of New York, inclosed in a securely closed post-paid wrapper addressed to said attorneys at their office No ~~xxx~~ #17.East 42nd Street, New York City, that being the address designated by them in their last paper served by them herein.

Sworn to before me this 22nd day of September, 1924. :

Gertrude D. Murphy

Robert C. Fischer

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT — MELVILLE E. STONE, FIRST VICE-PRESIDENT

DAY LETTER — BLUE
NIGHT MESSAGE — NITE
NIGHT LETTER — N L

If none of these three symbols appears after the date, this is a telegram. Otherwise its character is indicated by the symbol appearing after the date.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1924 SEP 24 PM 11 0

SF22 42 NL

LOSANGELES CALIF 23

D W GRIFFITH 76

LONGACRE BLDG NEWYORK CITY NY

HAVE OUR MILLS UP ON THE LINE STOP THEY ARE TURNING OUT A

CONCENTRATE THAT PAY EIGHTY

EIGHT DOLLARS A TON IN LEAD AND SLIVER STOP HAVE SAVED FOUR UNITS

FOR YOU WOULD LIKE A WIRE STATING IF YOU WANT THEM IF SO MAIL

CERTIFIED CHECK FOR FOUR THOUSAND

ELMO LINCOLN.

CLASS OF SERVICE DESIRED
Full Rate
Half Rate Deferred
Cable Letter
Week End Letter

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1448
Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

September 23, 1924.

Deferred Rate

Martha Mechtold
bei Radatz
Schuetzengarten Str. 5
Stettin
Germany

Expect cable transfer at Coburg October third Regards

John

Chas D. W. Griffith, Inc.

Schlesinger & Schlesinger
Counsellors at Law

MARK M. SCHLESINGER
WALTER C. B. SCHLESINGER
TELEPHONE MURRAY HILL 2900 2901

National City Bank Building
Madison Avenue & 42nd Street
New York

September 23rd, 1924.

A.H.T. Banzhaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:- Re: Pease vs. Griffith

We understand that Mr. Griffith returned from abroad about a week ago, and would appreciate it if you would arrange to see him in respect to this matter at your earliest convenience. In your letter of the 3rd inst. you stated you would do so.

Very truly yours,

SCHLESINGER & SCHLESINGER

BY W C Schlesinger
M.

LG.

Sept. 25, 1924.

Mr. David W. Griffith,
1476 Broadway,
New York.

My dear David Griffith:--

Next Monday evening, Sept. 29th, at the Morosco Theatre, I am producing a new play called THE AWFUL MRS. EATON, in which Andrew Jackson is the hero. I assure you it is well worth seeing. It is a clean, wholesome play, dealing with important and interesting episodes in American history.

As an old friend, I should love to see you present at the first performance of THE AWFUL MRS. EATON, and would appreciate it if you came. I am trying to gather together a first night audience that will appreciate a worthy offering in the theatre. May I reserve seats for you?

With kind regards, I am,

Sincerely yours,

Wm A Brady

September
Twenty-Third
1 9 2 4

Dear Mr Chambers:

Sometime ago I wrote you a joking letter concerning your novelized version of "America," and, as I received no answer, I have been very much hurt and troubled. I feel absolutely blameless of anything that could have caused this, and I am naturally therefore anxious to know what it is all about. I often look back to the time we spent together with the pleasantest of memories, and I do want you to know that I value your friendship very much indeed--and what we value we don't wish to lose.

Please write and tell me what it is all about, or, better still, let us arrange to have luncheon or dinner somewhere in the near future.

I am now back from Europe, and working the usual day and night sessions. If it would be convenient for you to come to the studio for luncheon or dinner, and you would care to, I should be delighted to have you do so, and I can send the car for you at any time you wish. Do arrange for us to get together soon, as I am really very anxious to see you.

With very kindestregards,

As ever

To
Robert W. Chambers, Esq.,

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. SMITH E. H. LEGGETT
LYN M. PALMER G. E. BARNARD
J. V. THOMPSON E. E. SMITH
F. J. FULLER H. A. MONTGOMERY
ROGER GUITTARD
H. FERGUSON, VICE PRES. & SECY.
H. M. MYRICK, TREASURER
DAVID BROWER, CONSULTANT

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

September 23, 1924.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that the United Artists Corporation have handed us their checks aggregating $15,000, which amount we have applied on account of your loan with this Company.

Very truly yours,

Assistant Secretary.

WHS:MC
Banking

September 24th 1924.

Messrs. Schlesinger & Schlesinger,
Madison Avenue and 42nd Street,
National City Bank Bldg.,
New York City.

RE: FRASER vs. GRIFFITH.

Gentlemen:

Referring to your favor of the 22nd inst., I wish to advise that Mr. Griffith's superintendent who returned from Europe last week has informed me that he has been unable to get from Mr. Pease an itemized statement, although he has asked for the same a number of times. If you will obtain such an itemized statement and send the same to me I shall take this matter up with Mr. Griffith's superintendent and see what can be done.

Very truly yours,

R/GDM

September 24, 1924.

Central Union Trust Company,
80 Broadway,
New York City.

Gentlemen:-

In accordance with your request, we are sending statement showing total sales and actual cash collections on D. W. Griffith's AMERICA for the week ending September 13, 1924:-

A M E R I C A

Sales	$39,423.82
Collections	21,330.45 (actual)

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

LCS:A P

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REYNOLDS, PRESIDENT
VICE PRESIDENTS
THOMAS S. ADAMS F. J. LISMAN
J. H. ROLLINS H. H. WESTON
J. S. TRAFTON E. R. WHITE
F. J. FULLER P. A. BUNTON
BENJAMIN WHITTLESEY
H. FERGUSON, VICE PRES. & SEC.
H. H. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887
80 BROADWAY
NEW YORK

September 24, 1924.

D. W. Griffith, Inc.,
303 Longacre Building,
New York City.

Attention: Mr. R. A. Klune

Gentlemen:

As requested by your Treasurer, Mr. J. C. Epping, we enclose herewith a statement of your Loan Account, as of the close of business, September 22, 1924.

Very truly yours,

Assistant Secretary.

MEF:MEC
Banking
Enc.

D. W. GRIFFITH, INC.

DATE OF LOAN		DAYS	INTEREST @ 6%
10/25/23	$500,000	130	$10,833.33
3/3/24	15,000		
	485,000	8	646.67
3/11	15,000		
	470,000	7	548.33
3/18	15,000		
	455,000	9	683.50
3/27	15,000		
	440,000	74	5,436.67
6/9	15,000		
	425,000	7	495.83
6/16	15,000		
	410,000	7	478.33
6/23	15,000		
	395,000	8	526.67
7/1	15,000		
	380,000	7	443.33
7/8	15,000		
	365,000	6	365.00
7/14	15,000		
	350,000	7	408.33
7/21	15,000		
	335,000	7	390.83
7/28	15,000		
	320,000	7	373.33
8/4	15,000		
	305,000	7	355.83
8/11	15,000		
	290,000	7	338.33
8/18	15,000		
	275,000	7	320.83
8/25	15,000		
	260,000	8	346.67
9/2	15,000		
	245,000	7	285.83
9/9	15,000		
	230,000	6	230.00
9/15	15,000		
	215,000	7	250.83
9/22	15,000		
	$200,000	Int. to 9/22	$23,747.47

Nov } 10-
Jan }
Feb. } 15,000 - 26) 198 (8
Apr } 208
May }
Aug } 10000

378
180
198

508
180
20) 378 (
18

15
12
180,000

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] BARDOUR STREET
LONDON, W. 1

September 24, 1924

Mr. Hiram Abrams,
Allied Artists Corporation, Ltd.
[illegible] 729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING SEPTEMBER 13, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ending September 13th amounted to £1552. 0. 7.

4. The total business from each of the branches amounted to:

Birmingham	£1011. 0. 0
Cardiff	137.13. 9
Glasgow	206.10. 0
Leeds	820. 0. 0
Liverpool	1795. 0. 0
London	3565. 0. 0
Manchester	176.10. 0
Newcastle	100. 0. 0
Ireland	Nil
	£ 7811.13. 9

The cash collections for the week amounted to £3018.18. 9.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

126

September 24th 1924.

Mrs. Melba McCreary Herzog,
Adv Herrn Gotte
Kolnische Str. 162
Cassel, GERMANY

Dear Madam:

At the request of Mr. J.C.Epping, I am enclosing herewith a statement to be executed by you for the purpose of enabling Mr. Epping to have your jewelry released from the United States Customs.

Will you kindly look the enclosed document over very carefully and fill in such places as are left in blank, such as date and place of your birth, also crossing out the word "native" if you are a naturalized citizen or vice versa if you are a native citizen of the United States. If the date stated in the enclosure as being the approximate date you left the United States is incorrect, kindly change the same in your own handwriting before execution.

After the declaration has been corrected and filled in by you, will you kindly take the same to the U.S.Consul in Berlin and swear to the same before him, thereafter returning the same to me for further use. This should be done at your earliest convenience as the paper must be returned and filed within six (6) weeks or else Mr.Epping will not be able to sell the jewelry for your account as the Government will confiscate the same unless the paper is received in time.

Mr. Epping is writing you under separate cover in relation to this matter.

Very truly yours,

R/GDM
Enc.

B. W. GRIFFITH COLLECTION
THE MUSEUM OF MODERN ART

Frau Hella McGreary Herzog
p Adr Herrn Otto
Königsallee 28b 163
Cassel
Germany

CITY OF BERLIN }
REPUBLIC OF GERMANY }

I, HELLA McGREARY HERZOG, a Citizen of the United States of America, do hereby declare that I was born at in the of on the day of 18 , and that I am a naturalized native citizen of the United States and that I am at present temporarily residing in the City of Berlin, Germany.

That in or about October, 1928, I left the United States of America for the purpose of a trip to Europe and at that time took with me certain jewelry, all of which is of American manufacture and was purchased in the United States by my husband in or about 1921; that said jewelry consists of the following:

> One diamond bracelet with thirty-five quarter carat stones set in platinum, one platinum wrist watch studded with chip diamonds, one platinum ring with three one carat diamonds.

That the said jewelry referred to above being of American manufacture and my property at all times herein mentioned, I entrusted the said jewelry above referred to to Mr. J.C.Epping, who is Treasurer of D.W.Griffith, Incorporated, having an office at #1476 Broadway, in the City, County and State of New York, and requested him to arrange on his arrival in the United States, to sell the jewelry above referred to and remit the proceeds of such sale to me for the purpose of my returning to the United States, since I have been very much in need of money to live owing to the conditions existing at the present time in Germany.

The said jewelry above referred to has been my property from the date mentioned above and I have not transferred it nor have I given title to it or in it to anyone

and the sole object of requesting Mr. Epping to take such jewelry to the United States was for and on my account for the purpose of obtaining funds to enable me to live in Germany and enable me to travel to the United States where I permanently reside.

I further state that I am not related to the said J.C.Epping either by blood or by marriage.

Sworn and declared before me this :
day of 1924. :

D. W. GRIFFITH STUDIO

Inter-Office Message

To _____ Date 11 _____

From _____ Reply to _____

Night Letter
Sept 20 Rec

Rev. W. A. R. Goodwin,
College of William and Mary,
Williamsburg, Virginia.

Your letter nineteenth just received. Regret exceedingly films of college were not forwarded in accordance with my instructions before going abroad. Will see that they are forwarded at earliest possible time Will probably take until Saturday to have print made Should reach you early next week Very kindest regards and best wishes

D. W. Griffith.

Please make all replies on back of this memorandum

September
Twenty-fifth
1924

Charles G. Dawes, Esq.,
Continental Trust Company,
Chicago, Illinois.

Dear Mr Dawes:

I want to thank you most sincerely for taking the time and trouble out of your busy life to write me the letter you sent to Berlin. I regret very deeply that owing to the general confusion of arriving in a foreign country, an improvised secretary muslaid it, and I did not discover it until I had started home, so that it was never delivered. I realize this was a great loss to me, as I should have appreciated the pleasure of meeting Mr Schacht.

I think I had very good luck, however, in Germany, and I would like very much when I get the picture in some sort of shape to have you see it. While upon the surface it is not propaganda of any kind, I think it tells a good story of the truth that the average people of Germany (or any other country) are a pretty good sort. I lived among the ordinary people of Germany, and met thousands of them; and thus had the opportunity of styudying the psychology and character of these people very carefully. I of course before this had made trips through the interior of France, Italy and England.

I think the consensus of opinion among the better class of thinkers in England is that Germany must be restored or else Europe is lost--must be, at least in a measure, they say. I also am quite sure that another very important side to the international state in Europe is the fact that Bolshevism has still a very strong hold in Germany, owing to the hard work that has been done by our Russian friends. I believe, however, that the character of the German people is such that

they need only a very little encouragement to be safe from this danger.

Pardon me for having annoyed you with such a long letter.

With sincere appreciation of your kindness, I am

Faithfully yours,

September
Twenty-Fifth
1924

William A. Brady, Esq.,
2187 West 46th Street,
New York City.

My dear William A. Brady:

I am just home from Europe, and, as usual, short of money, which means I am working day and night on a new film trying to finish it as quickly as possible. On that account I am afraid I shall not be able to be with you Monday evening, but just as soon as I get these heavy expenses off my shoulders I most certainly do want to see your new play.

Let me say that I earnestly hope it goes over with a bang of success, which you so well deserve--and I want you to know I mean a real, big, wonderful success.

With best wishes, believe me

Most sincerely yours,

New York Office,
1476 Broadway,
New York, N. Y.,
September 28, 1924.

Mr. John H. Egner, Jr.,
10736-112th Street,
Richmond Hill, N. Y.

Dear Sir:

Your letters of September 6th, 15th and 1st have been placed before me.

I regret to advise that I am unable to engage your services as the vacancy made by the unfortunate death of Mr. Austin has been filled by one of our old employees.

I wish to thank you for your ~~inquiry~~ and wish you good luck in securing profitable employment.

Very truly yours,

Treasurer.

D. W. Griffith, Inc.

JCE/CC

D. W. GRIFFITH COLLECTION
LIBRARY

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
66-68 HARBOUR STREET
LONDON, W. 1

September 28, 1934

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING SEPTEMBER 29, 1934

1. Nothing exceptional occurred this week.

2. Mr. J. Tiktin of Cardiff office resigned. He has been replaced by Mr. G. Maisels at £10 per week.

3. The expenses for the week ended September 20th, amounted to £899.14. 7.

4. The total business from each of the branches amounted to:

Birmingham	£227.10. 0
Cardiff	347.17. 6
Glasgow	644.18. 0
Leeds	124. 0. 0
Liverpool	154. 0. 0
London	1702. 0. 0
Manchester	298.10. 0
Newcastle	137. 0. 0
Ireland	292.10. 0
	£3928. 5. 6

The cashcollections for the week amounted to £3932.13. 1.

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Studio

INTER-OFFICE MESSAGE

To _____ Date _____

From _____ Reply to _____

DAY LETTER

Telephone Response Office 9/27 Ashton

Elma Lincoln,
#627 Ridgewood Place,
Los Angeles, California.

Am not in a position to consider investment you ~~wrote~~ WRote and wired me about Please accept my best wishes for your success in the venture and my appreciation of your thinking of me Kindest regards

D. W. Griffith.

Please make all replies on back of this memorandum.

D.W. GRIFFITH INCORPORATED
CASH RECEIPTS & DISBURSEMENTS FOR WEEK ENDING SEPTEMBER 27TH, 1924.

Cash Balance on Hand September 22nd		1445.50		
CASH RECEIPTS				
Sundries	175.00			
J.C. Epping-Special Loan Account	5000.00			
United Artists Corp. (paid direct to C.U.T. Co.)	15000.00			
D.W. Griffith-Special Loan	4000.00			
Accounts Receivable	600.00			
		22775.00		
			24220.50	
CASH DISBURSEMENTS				
Capehart Carey	500.00			
J.F. Brulatour	1000.00			
Terrace City Supply Co.	406.34			
Reo Motor Car Co.	136.73			
Interocean Forwarding Co.	42.00			
Central Union Trust Co. (Cable to England)	2000.00			
First National Bank of Mamaroneck (for accounts Payable)	4600.00			
Central Union Trust Co. (Paid direct by U.A. Corp.)	15000.00			
			23685.07	
Balance 9/27/24				535.43

D. W. GRIFFITH INC.
LIST OF PAYMENTS FOR WEEK ENDING SEPTEMBER 27TH, 1934.

DATE DUE	TO WHOM PAYMENT IS DUE	AMOUNT DUE	AMOUNT RENEWED	AMOUNT PAID
Sept. 22	Capehart Carey Corp.	$ 4000.00	$ 3000.00	$ 1000.00
22	J.E. Brulatour Inc.	1000.00	500.00	500.00
22	Chicago Tribune	1556.50		1556.50
22	Chicago Daily Journal	2108.00	1500.00	608.00
22	Capehart Carey Corp.	500.00		500.00
23	J.E. Brulatour Inc.	1535.51	1000.00	535.51
25	Terrace City Supply Co.	406.34		406.34
		11106.35	6000.00	5106.35
	Central Union Trust Co.			15000.00
	Larkin, Rathborne & Perry			500.00
				$ 20606.35

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. RANSHAW, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

Sept. 27th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
White Rose		2414		
Way Down East		3113		
Birth of A Nation		28217		
Broken Blossoms		35		
America		420		
Picture U-8			13511	11979
	0	34199	13511	11979

Positive stock used

Eastman 47710

Negative stock used

Eastman 11979

43 East 53rd St.
Sept 28th '24

My dear Griffith —

I have your letter of Sept 23rd. I was away and not receive your letter regarding the novel.

Let various times before your first departure for Europe I wrote you, but received no reply. Those letters should be on file. One of them, at least, should have been answered before you sailed. It was the last one I wrote, & I think you could find it on file in your office.

I hope you have enjoyed your several European trips & have had a much needed rest.

I shall be much interested in hearing about the

MUSEUM OF MODERN ART FILM LIBRARY

new picture which you tell me you are doing. Many thanks for offering your car. I shall hope before long to have an opportunity to run up to Mamaroneck and watch you at work.

Sincerely yours,

Robert W. Chambers

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMBER FEDERAL RESERVE SYSTEM

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DUNCAN WHITTLESEY
M. FERGUSON, VICE PRES. & SECY.
C. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY

NEW YORK

September 28, 1934.

J. G. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise you that the United Artists Corporation have handed us their checks aggregating $15,000, which amount we have applied on account of your loans with this Company.

Very truly yours,

R. C. Rorty

Assistant Secretary.

WHS:MC
Banking

Bal. -235,000 —

OSCAR R. HUTCHINSON

LINCOLN, PACKARD and CHRYSLER CARS
GARAGE and SERVICE STATION
Lenox, Massachusetts

Sept 29, 1924

Mr D W Griffith
Park Central Hotel N. Y. City

9 3/4 hr labor on super charger 12.19

(Mercedes)

Paid by Check Oct 8 = 24

1

P O Box 1488
Miami Fla.
Sept 27 1926

Dear Mr Griffith -

Have you ever wondered just who the informant was in regard to the $19500.00 you left on the Alaska via land? Due to my position there I felt it best to inform you as I did. I was one of those men who counted the money. After I had left the land - over a year - I was surprised to hear that you had not received your money so after thinking it over I got D. E. Schupp of San Pedro to write you about it. I just recently learned that you finally received it and would really like to know how it worked out.

Am here in Miami in the real estate business. As to activity and profits it has Los Angeles stopped. If you have never been here it would certainly be worth your while to come down here just

never need I ever see you'd come again without an invitation!!
By way of investments I have 30 acres - 10 of which is a grape fruit grove - for sale for $35,000.00 Bank and the balance from 3 to 5 years. This is $175.00 per acre now. In twelve months time it will bring $300.00 per acre. Right in the fruit of Coral Gables development. It is such a good buy that I know I can safely say it can be sold January of 1925 - when the tourist crowd get here for $2500.00 per acre. Of course if you have never been here, recently at any rate you can't appreciate what I am saying to you. You were not inclined to believe me about the $10,500.00 but just as sure as I sit here there is a $20,000.00 profit in the 30 acres in twelve months. If you would not come to go into it so heavy at times bargains come along that I could

buy for you. You may ask why I didn't take it myself. Well I am still young and haven't gotten to the point where I can forget about $10,000.00 and write from that other obligations keep me busy.

I would be glad to hear from you anyway. But as this one thing - happens in me once more. You won't regret it and time the snow comes in New York come down here for it is always June in Miami.

Sincerely Yours
E. B. Deane

L. W. Griffith
Longacre Bldg
New York City.

NEW YORK EVENING
GRAPHIC
A Macfadden Publication
25 City Hall Place
NEW YORK CITY

Telephone Franklin 0900

September 29, 1924.

Mr. David Wark Griffith,
1476 Broadway,
New York City.

My dear Mr. Griffith:

I am sending you belatedly an editorial of mine, on a subject in which I know you are interested, which appeared in The GRAPHIC one day last week.

With all good wishes, I am,

Sincerely yours,

Charles Fleischer

Editor Editorial Page.

CF:AT.

Enclosure.

Editorial Page of The New York EVENING GRAPHIC

Truth Is Justice's Handmaid.—Smith.

AS WE MAY YET SEE OUR PLAYS

What Price Censorship?

DO YOU know that war has been declared?

Mayor Hylan, commander-in-chief of all the municipal forces for the protection of public morals, has summoned to the colors the first line of defense.

The Commissioner of Licenses has been ordered by the mayor to request Police Commissioner Enright, Admiral Plunkett and General Bullard to confer and conspire on ways and means to defend the city from "stage plays in which nudity, obscenity and profanity are paraded."

The danger must be immediate and imminent, else the mayor would not have summoned Police Department, Army and Navy to this council of war.

It must be that he has inside information that theatrical Broadway is planning an invasion of New York homes from the precincts of the Aquarium to the farthest reaches of the Bronx.

As far as can be learned, no one has yet been *forced* to go to the theater and to be shocked by these vicious exhibitions that have roused our civic guardian.

Indeed, Mayor Hylan himself says—innocent of the double meaning of his words:

"We are not, however, called upon to countenance the grossest vulgarity and almost absolute nakedness."

No, indeed, you are not called upon to look at anything of the sort.

You are still at liberty—until Broadway's threatened invasion succeeds—you are still at liberty to stay away from the theater and from whatever else you really believe objectionable.

And don't worry too much about the other fellow. He has the same liberty—of looking after his own morals.

* * * * *

PERHAPS, by this time, you wonder what all the shootin's fer.

Apparently, the latest war play, "What Price Glory," has stirred the Mayor to order a new Defense Day and the donning of the gas masks.

Now, we ourselves have seen "What Price Glory." The play, having become news, is beyond advertising.

It is frankly profane, but not offensively so—to any sensible person.

We admit we are not experts in profanity.

Even when we think deeply and feel strongly we find ourselves able to express our thoughts and feelings in language fit for publication.

But we were not shocked by the constant flow of profanity from the mouths of the marines in this remarkable play.

Their speech befits them perfectly. It belongs to the play. It gives the rightful war flavor, with war's recklessness of life, war's disregard of peace morals, war's making of its own standards, culture, atmosphere.

The so-called obscenity and profanity of the play are incidental to the war picture.

They help to show up war for what it is. Just hell, plain hell.

* * * * *

AND YET the play is not peace propaganda. It is realism of the highest—or, if you will, the lowest—order.

It is *creative* realism. After you see this play you will always know what war is. And you can still have war, if that is the sort of thing you like.

As did the scrapping, brawling marines of the play—fatally willing to pay the price that the glory of war demands.

We know what war costs. But it seems that our society, with its spasmodic attacks of morality, does not yet see what price censorship exacts.

There can be no glory for anyone—no victory for honest morality—in trying to suppress such a play.

Censorship is wrong in principle.

It does infinitely more damage than it prevents. Censorship hampers the creative spirit. It substitutes law for self-development. It prevents the normal growth of morality.

We agree with Mayor Hylan: *"It would be much better to have self-regulation than censorship."*

Rising From the Ranks

LABOR is coming into its own in other ways than by bloody revolution.

Evolution—as solidly sure as it is painfully slow—tells the story of labor's progress in America.

It is gratifying to report a case like that of Clifford Wimmer. He is 31, and an assistant foreman in the well known soap factory of Procter & Gamble.

Wimmer has just been elected, *by the votes of his fellow employees*, to membership on the company's board of directors.

There are three factors in the making of modern business: *Money, Management, Men.*

Each of these is necessary to the success of an enterprise. And each of them should be represented in the responsible direction of the enterprise.

To recognize employees in this fashion is not only just and wise, but also it is in harmony with the spirit of America that helps men to rise from the ranks.

A Boost

A new paper gets knocks and it gets boosts.

Unfriendly knocks hurt the hand that gives them. Friendly knocks may let in daylight. And boosts please, but need not make one self-satisfied.

The latest issue of "Editor and Publisher" deals out to us a liberal dish of comment. After a few "roasts" to The GRAPHIC, it refers to *"a full page of editorials with some good, plain-language writing."*

Thanks! We shall continue to talk in "plain language," so there will be no mistaking our meaning—whether we boost or whether we knock.

And whenever we knock the wrong, it will be only to boost the right.

Editorial Page of The New York EVENING GRAPHIC

Truth Is Communicated to Men Only by Deeds of Truth.—Count Tolstoi

The Actual Cause of Criminality

THERE is much discussion everywhere just now as to the cause of the crime wave.

Never before in the history of this country has there been so much crime as there is today. The cause for this unusual condition furnishes a subject of great interest, and back of all the causes that are being referred to is *the disrespect for law.*

A man who has no respect for law can hardly be expected to obey it. He will evade it at every opportunity when he believes he is clever enough to escape detection.

Therefore, the greatest problem associated with the present tendency toward criminality comes with the answer to the question:—

What is the cause of the prevailing disrespect for law?

The prohibition law, which is ignored by literally millions of people, doubtless has something to do with this appalling situation.

But there are conditions that are more far-reaching, that began a long time before prohibition started to operate in the lives of our people.

We refer to the early environments of our criminal and all other classes. Disrespect for law begins early in life. To what degree are parents and teachers respected by boys and even girls from twelve years of age and upward?

Have you not seen the tough schoolboy who has no respect for anybody or anything? Fortunately, he does not represent the majority, but he is an exaggerated example of the tendency on the part of youths in the early stages of their development.

What can you expect of a boy who does not respect his superiors? When he gets out into the world and comes in contact with the law of the land his attitude will remain unchanged.

Therefore, back—far back—of the various factors mentioned as the causes for criminality is lawlessness against the authority of parents and teachers that begins at home and in the school.

Boys do not like old fogies. They like live people. They will react to enthusiasm; they will "come back" when you are able to inspire them. But they will laugh at you in derision when out of your sight if you try to deceive them.

It is the duty of parents and teachers, therefore, to keep alive and abreast of the times, not only mentally but physically.

Dull eyes, a face that lacks animation, a brain that is half doped, will never arouse boyish respect. Hypocritical pretenses that come with the hiding of the great vital facts of life are the cause of much youthful disrespect. The Santa Claus hypocrisy, the stork excuse for the appearance of a new baby and various other little deceits founded on prudery have a great deal to do with the attitude of general disrespect that is so prevalent among boys everywhere at the present time.

It is our duty to tell the truth without equivocation. When you refer to some of the great vital facts of life, talk with due reverence. If you are not influenced by this attitude, then develop it before you deal with the subject.

But the fact that the tendency toward crime comes through lawlessness, and that lawlessness really begins when boys lose respect for parents and teachers, cannot be denied. It is absolutely incontrovertible. It is truth personified.

And when those in charge of our maturing citizens grasp this great fundamental truth and adhere to those principles that will compel this respect, then we will quickly eliminate one of the most prominent factors that lead toward criminality.

The Cat Is Out

NOW the cat is let out of the bag!

Admiral Plunkett admits he is not concerned with censorship of plays, but——

He is reported as saying that "What Price Glory" is the finest piece of pacifist propaganda.

So is Christianity—and all religion. But we do not therefore shut up the churches—or the ministers.

Also that this play would prevent enlistments, as, after seeing it, "No mother would allow any son to enter army or marine life." If any mother or mother's son thinks that war is a pink tea party instead of a thing of filth and stench, whose only beauty may be in its purpose—let them be disillusioned.

There, then, you have the cat and the bag.

The cat is War and the bag is war propaganda.

As a hangover from the late unpleasantness the normal sanity of men is still blighted by war madness.

Therefore, the men that see red, that always think in terms of war, that are always expecting war, that regard war and patriotism as one and the same thing—such men are still in the saddle and are trying, probably honestly enough, to stimulate the war fever in the rest of us who have returned to "normalcy."

Such men, then, suffering from the monomania of war, are in terror (and no terror is so real as that of the insane) lest the country's defense be weakened by a false sense of security.

They would have us always fighting mad, always spoiling for fight.

Regarding "What Price Glory," let it be said this play is no peace propaganda, unless a phonographic reproduction of Gen. Sherman's voice shouting "War Is Hell" is also peace propaganda.

No mother and no mother's son *otherwise ready to "join the marines"* would be turned by this play, or any other play, against enlistment.

The fact is that this nation and the democratic spirit everywhere tend against the abnormal madness of war.

The militarists of America and the world may as well face the fact that mankind is turning toward the vital concerns of life and the upbuilding of human interests, and away from the waste and madness of war.

Admirals and generals, and others who make a business of war, rightly note that people are not eager to enlist.

The fault—if this is a fault—is not in such plays as "What Price Glory," nor is it even in the pious beatitude, "Blessed are the peacemakers, for they shall be called the children of God."

But it is in the growing sentiment of the commonsense wish of humanity: *Cursed are the warmakers, for they are the children of the devil!*

Killing the Goose That Lays The Golden Egg

THE PROSPERITY of this country depends upon the farmer.

When the farmer enjoys "good times" money is spent freely. Everybody talks about business being good.

No one will deny the accuracy of these statements.

Since the war, wages everywhere have been boosted sky high. Organized labor holds the winning hand. Their members dominate the activities of many great businesses. They have doubled—in some instances quadrupled—their pre-war wages.

But the farmer has somehow failed to get his share. During the war, big prices were obtained for his products, but since the war there has been a gradual decrease in his financial returns.

Wheat is now selling a little above the dollar mark. There are prospects of lower prices. The farmer cannot raise wheat at this price profitably. The prices paid for many farm products are too low for profitable farming. Therefore, the business revival we are now enjoying cannot last indefinitely.

Farmers must make a profit if they are to spend freely—the accompaniment of prosperity. Some day the farmers will wake up; they will realize that their power, financially and otherwise, depends upon organization. They usually work as individual units. The middlemen apparently take advantage of this lack of foresight. Consequently, the farmer is often paid a price for his products that does not represent more than 20 to 30 per cent of their market value to the consumer.

The government fixed a price of $2 for wheat during the war and to a certain extent helped to regulate prices on other products, but this process was probably against the financial interest of the farmer at that time.

Farmers are now in the midst of what might be termed cutthroat competition. If an individual unit disregards the future absolutely, it may be in harmony with that attitude that the farmer should look out for himself; but we should remember that he might be termed a barometer that will clearly indicate the future status of business in this country. In taking away the farmer's profits, loading him with mortgages, hard times will come just as certainly as the rising of tomorrow's sun.

Doubtless the farmers will have to solve their own problems. The government will hardly attempt to regulate the activities of the middlemen.

Therefore, the one remedy for the farmer is to unionize—organize—get together. That is necessary to protect himself against the common enemy—the middleman.

They should take a lesson from the Dairymen's League which is now operating in New York state. It brings the milk direct from the farmers to the consumers. Farmers everywhere must arrange to bring their products direct to the consumer, or else they must be their own middlemen.

Those who are taking from the farmer his just dues are robbing the whole country. They are killing the goose that lays the golden egg, and the time may come when we will recognize the importance of protecting the farmer if he does not rise in his might and protect himself.

METRO-GOLDWYN
DISTRIBUTING CORPORATION
LOEW BUILDING
1540 BROADWAY
NEW YORK CITY
CABLE ADDRESS: METROFILMS NEW YORK
BENTLEY AND CINEMA CODES

Metro-Goldwyn PICTURES

My dear Mr Griffith:

I am very sorry to have to leave the U.S. without having a chance to see you again. But I have been out of town so much lately that when I get in business has piled up so that I have no time to do the things I want to.

I am so glad to hear that you are going to release the Famous Players. As the nervous strain that goes with handling ones own finances takes so much of the energy that you will now be able to give to your productions undivided.

We are all looking forward to your next — which I will see abroad as I do not expect to return here. In the event of your doing anything abroad please call on me for anything — information or service — as you know I am always at your service. My address in Paris will always reach

METRO-GOLDWYN
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1540 BROADWAY
NEW YORK CITY
CABLE ADDRESS: METROFILMS NEW YORK
BENTLEY AND CINEMA CODES

Metro-Goldwyn PICTURES

me and is c/o FRANK BROCKLISS, FILMS-
LOEW-METRO, 12 RUE D'AGUESSEAU, PARIS.
My Sincerest Good wishes to you for
your Success and happiness during the
forthcoming year

Most Cordially

Rex Ingram

10758-113th Street,
Richmond Hill, New York,
29 September 1934.

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
Longacre Building,
42nd St. and Bway., N.Y.C.

Dear Mr. Epping:

Your letter of the 25th has duly come to hand.

While I regret our inability to get together, I naturally realize that the manner in which the situation has been handled, is the only equitable one for an organization.

I sincerely thank you for the consideration given my application, and remain

Yours very truly,

J. R. Egner Jr.

COPY

"THE WHITE SLAVE"

- - - - - - - - - - - - - - - - - -

D.W.GRIFFITH INCORPORATED

to

J.C.EPPING.

- - - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That DAVID W.GRIFFITH, of the Village of Mamaroneck, County of Westchester, State of New York, and D.W.GRIFFITH, INCORPORATED, a Maryland Corporation having an office in the City and State of New York, for and in consideration of the sum of Fifty thousand ($50,000) Dollars lawful money of the United States to them in hand paid by J.C.EPPING, of the City and State of New York, receipt whereof is hereby severally acknowledged, do hereby sell, assign, transfer and set over unto the said J.C.EPPING, his heirs, executors, administrators and assigns all their right, title and interest in and to the world's motion picture rights to the story or novel or play, entitled "THE WHITE SLAVE", written by Bartky Campbell, and the said DAVID W. GRIFFITH, individually, and D.W.GRIFFITH, INCORPORATED, do hereby further agree to duly execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, instruments and assurances as may be acquired by said J.C.EPPING, his heirs, executors, administrators and assigns in order to carry out and effectuate the purposes of this assignment.

The said DAVID W. GRIFFITH, individually, and D.W.GRIFFITH, INCORPORATED, do hereby severally give and grant to the purchaser and his heirs, executors, administrators and assigns, the sole and exclusive right, license, liberty and privilege to produce a motion picture photoplay or photoplays based upon said dramatic production or novel entitled "THE WHITE SLAVE" and to use the title thereof and produce said motion picture photoplays and copyright the same in his own name or otherwise, together with the right and privilege of exhibiting, selling, leasing, licensing

and renting the same or making any eliminations, additions or changes in said dramatic production or novel as the purchaser may see fit for motion picture purposes throughout the world during the life of said copyright or any renewal thereof.

The said DAVID W. GRIFFITH and D.W.GRIFFITH, INCORPORATED, severally warrant that they are the sole, exclusive and unqualified owners of the world's motion picture rights in and to the said drama and that they have full right and authority to grant to the purchaser the sole and exclusive right, license, liberty and privilege to make or cause to be made motion picture photoplays of said dramatic production or novel or of any adaptation thereof in and for motion picture purposes, and to produce the same throughout the World and said DAVID W.GRIFFITH and D.W.GRIFFITH, INCORPORATED, severally represent that they have in no way conveyed, granted, hypothecated, assigned, or in any way impaired such motion picture rights in and to said dramatic production or novel and hereby agree to defend any action or actions brought against the purchaser at their own expense and hold the purchaser harmless from all loss arising out of or sustained by reason of any claim or claims,or suit or suits, brought against the purchaser by any person whatsoever contesting or disputing the title of either the purchaser or the said David W. Griffith or D.W.Griffith, Incorporated to the motion picture rights referred to herein.

And it is further agreed by the said David W.Griffith and D.W.Griffith, Incorporated that the covenants herein contained are binding upon the executors, administrators and assigns of the said David W. Griffith and the successors and assigns of the said D.W.Griffith Incorporated.

IN WITNESS WHEREOF, the said DAVID W. GRIFFITH has hereunto set his hand and seal and the said D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its seal to be hereunto affixed this 29th day of September, 1924.

_____(L.S.)

D.W.GRIFFITH, INCORPORATED.

By_____
President.

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this 29th day of September, 1924, before me personally came DAVID W.GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing assignment and he duly acknowledged to me that he executed the same.

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

On this 29th day of September, 1924, before me personally came DAVID W. GRIFFITH, to me known, who being by me duly sworn, did depose and say, that he resided in the County of Westchester, State of New York; that he is the president of D.W.GRIFFITH, INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, that he signed his name thereto by like order.

September
Twenty-Ninth
1924

Reverend John A. Marquis,
Board of National Missions of Presbyterian Church,
156 Fifth Avenue, New York City.

Dear Doctor Marquis:

I have been absent from the studio for several months taking scenes in Germany for my next picture, and have only just received and read your interesting letter of September 22d.

The suggestion you make regarding a scene being added to "America" to show the friendly relations existing between England and this country today is unquestionably an excellent one. In making the picture I tried very hard not to allow anything to creep in which might tend toward hostility between the two countries today, or, for that matter, which might reflect unfavorably upon the great mass of English people of that day. I agree with you as to the importance of fostering the friendly relations that exist between England and America today.

I am afraid however it would be impossible to adopt your suggestion, as "America" is now in the hands of our distributing organization, which has offices all over the country and each has a number of copies of the film that are continually moving back and forth to theatres in that vicinity.

I hope you will understand how much I appreciate letters such as yours, and that I am indeed always glad to receive helpful criticism and suggestions regarding any of my pictures.

Yours sincerely,

September
Twenty-Ninth
1924

Dear Mr Crowninshield:

I just returned to my studio a week ago after a protracted absence abroad taking some scenes for the picture upon which I am now working. Since I have been back, I have been so rushed that I have sadly neglected my personal correspondence; hence the delay to your letter of August 28th, received during my absence, inviting me to become a member of the Embassy Club of New York.

I have visited the Embassy Club in London several times, and agree with you that such a club in New York should be both attractive and interesting. I appreciate the courtesy of the Committee, and also of your good self, in extending me the invitation, and I shall be glad to accept it. When it is time to pay the dues, will you be good enough to notify when and to whom to send them.

I trust we shall have the pleasure of meeting at the Club, and of spending some interesting evenings together.

Yours sincerely,

September
Twenty-Ninth
1 9 2 4

Mr S. D. Green,
Elmore Apartments,
Trenton, New Jersey.

Dear sir:

Mr Griffith has just seen your letter upon his return to the studio from Germany. He directs me to say that it will be satisfactory to him for you to publish his letter in the dictation book specified.

Yours respectfully,

Personal Representative
for Mr Griffith.

September
Twenty-Ninth
1924

My dear Weeks Hall:

Pardon my delay in acknowledging your letter. As you know, I have been in Germany taking scenes for my next picture, and in the week or so that I have been back to the studio I have been more than rushed.

I have written to the Pikes concerning their child. Of course, as we very seldom use children (there is not even a small part for her in the present picture), and as she is too young to take to train, I do not see much possibility for her; however, no harm done.

The wind is already chilly and bleak here in the North, and I would certainly like to look in person upon your Southern home. I still have one story (which I consider one of the best ever written) on the shelf to be produced in the South. It may be some time before I do this, but I shall most assuredly do it some day, and then I may trouble you again.

I have been in Germany working on a story by Major Geoffrey Moss, of the British Army. He is the author of "Sweet Pepper." My story is one in a book of short stories of his entitled "Defeat." As I do not crave competition from the other producers, I ask you to keep this in confidence. If you should find it convenient to pick up a copy of the book, do so, and after reading it through and having time on your hands, let me know which of the stories you think I am working on.

Please give my kindest regards to Mrs Torian, and, incidentally, you might tell her that neither East nor West, nor North or South, have I been able to find such a dinner as she provided for me on that fatal winter night. Verily, she is the only heor, or heroine, who has ever conquered that heavy weight vegetable, the sweet potato.

As ever, Most sincerely yours,

JAY BRIER CHAPMAN
Editor

R. A. HULWAY
Business Manager

STORY WORLD

A Monthly Magazine Devoted to the Interests of The Creative Writer

6362 HOLLYWOOD BOULEVARD
HOLLYWOOD, CALIF.

September Twenty-ninth,
19 24.

Mr. David Wark Griffith,
c/o United Artists Corp.,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Griffith:

Story World is shipping to you, at the above address, a framed, hand-drawn document on parchment, to which we have referred in printed notices as a "Certificate of Honor."

It is hardly that, but rather, a souvenir formally expressing our humble appreciation of your great work in the motion picture industry; a sentiment already recorded in one of a series of articles called "The Ten Greatest Names in Motion Pictures," published in Story World.

As such, it is presented to you with all sincerity, respect and admiration. We hope that you will accept it, and will attach some slight value to it, not for the thing in itself, but because of the spirit in which it is offered.

While my own name is scrawled at the bottom, let me hasten to disclaim any direct connection with it, and give credit where credit is due. The entire idea, from beginning to end, belongs to Mr. H.H. Van Loan, whom you know, and Hubert La Due, our former editor.

Therefore, as the present editor, I must somewhat reluctantly sign and present to you something for which two others, rather than myself, deserve any credit or thanks you may care to bestow.

With it, however, allow me to tender my own deepest respect and appreciation, as a lover of the art to which you have contributed so much.

Sincerely yours,

Jay Chapman

EDITOR.

JBC:RK

September
twenty-ninth
1924

Major Arthur de Bles,
c/o Art Culture Publications, Inc.,
730 West 76th Street, New York.

Dear sir:

Both Mr Griffith and myself have been absent from the studio for several months, and his personal correspondence has therefore unfortunately been somewhat neglected. He has just read your letter of July 18th, and the interesting enclosure regarding your work, but, as he is exceedingly busy completing his present picture and as its scenes have all been mapped out and arranged, he does not feel that he is able to arrange for an interview at this time. You might send him another line a little later on, when his picture is launched and he has more time at his disposal.

Yours respectfully,

Personal Representative
for Mr Griffith.

September
Twenty-Ninth
1924

Miss Olga Lane,
759 West 86th Street,
New York City.

Dear Miss Lane:

Mr Griffith has just read your letter of August 25th upon his return to the studio from a protracted absence abroad.

He remembers very well your visit to the studio with Miss La Verne, of whom Mr Griffith and all of us at the studio are very fond; but, as the cast of the present picture is a small one and every part has been filled for some time, and, as his future production plans are somewhat uncertain, he does not feel that an interview at the present time would be of any use. If you care to write him again at some time in the future, he will be glad to advise you what the situation then is.

Yours respectfully,

Personal Representative
for Mr Griffith.

Williams being Griffith.
Virginia of films not
[redacted] received up to noon
to day - Sunday - Fansill
at personal exclusive extended
time limit to Thursday
of this week if not received
by him by Thursday we
will be omitted from this
picture. If films have
not already been started
kindly send them to John
Scott Fansill 5 Maiden Lane
New York City
& telegraph me collect that this
has been been done, Dr

Chandler leaves for NY
to-morrow to see Lanhill.
Mr. A. K.

Godwin

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Griffith Studio

INTER-OFFICE MESSAGE

To _____ Date _____

From _____ Reply to _____

Sept 30/1924

DAY LETTER

Rev. W. A. R. Goodwin,
College of William and Mary,
Williamsburg, Va.

Films will be delivered to Mr William Scott Lansill Five Maiden Lane New York tomorrow Wednesday by our own messanger Kindest regards.

D. W. Griffith.

Please make all replies on back of this memorandum.

September
Thirtieth
1924

John Scott Lansill, Esq.,
56 Maiden Lane,
New York.

Dear sir:

At the request of Reverend W. A. R. Goodwin, of the College of William and Mary, I am sending you some scenes which we took on the campus of the college during the filming of "America."

Yours respectfully,

Personal Representative
of Mr Griffith.

September
Thirtieth
1924

Charles H. Cole, Esq.,
Sharon, Mass.

Dear sir:

Both Mr Griffith and myself have been absent from the studio for several months taking scenes abroad for his next picture. Your letter of July 15th, regarding the securing of uniforms to be used in a reproduction of the battle of Lexington and Concord at the 150th anniversary, was unfortunately not acknowledged during our absence.

Practically all of the uniforms we used in those scenes in "America" were rented from the Eaves Costume Company, #110 west 46th Street, New York. I presume you would have no trouble in obtaining them from this company, particularly if you apply in plenty of time.

Mr Griffith regrets that these were not our own uniforms, as he would be glad to let you have them without charge. Mr Worthen, of the Lexington Historical Society, and many others, were most kind and generous to him when he was in Lexington with his company, and it would be a real pleasure to him to reciprocate.

Yours respectfully,

Personal Representative
of Mr Griffith.

September
Thirtieth
1924

Robert W. Chambers, Esq.,
245 East 83d Street,
New York City.

Dear Mr Chambers:

Mr Griffith has told me that in a letter from you, which I handed him yesterday, you stated that before he left for Italy you wrote him several letters which had not been acknowledged.

As you know, all of Mr Griffith's mail passes through my hands, and, knowing your handwriting very well from the jolly old titles, I always deliver to him letters from you immediately upon their receipt, and he invariably acknowledges them promptly. The time you mentioh must have been while we were at the 44th Street Theatre. During that time we were so busy that I did not get out to the studio at all, but had the mail sent in to me so that I could bring to Mr Griffith's attention important letters. I am absolutely positive that during that time I did not receive any letters from you either from the studio or the New York office. At this late date I hardly know how or where to begin to investigate such an oversight. Do you remember to which place they were addressed ? I have made diligent inquiry and search, but have been unable to locate any mail that had not been brought to my attention.

I hope you will understand that Mr Griffith is very much annoyed that such a thing may have happened, and that I am deeply chagrined that any work under my charge should have caused you to feel he would offer you such a slight.

Yours respectfully,

Personal Representative
of Mr Griffith.

OFFICE OF THE
REGISTER OF COPYRIGHTS

IN REPLY REFER TO

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

CRD-SCV

September 20, 1934

Gentlemen:

Search has been made in accordance with your recent request. We have not found, however, the registration in the name of D.W. Griffith or of the Wark Producing Corporation of a photoplay entitled "The Mother and the Law" or of one entitled "The Fall of Babylon."

We cite as of interest to you the facts of registration by Mr. Griffith of photoplays entitled "Intolerance" in which we understand appeared scenes of the fall of Babylon. The works of which we cite below the registrations, were assigned by Mr. Griffith to the Wark Producing Corporation in an assignment recorded here in assignment book, volume 67, page 208.

We return your uncertified check for $2.50, that form of remittance being unacceptable under a ruling of the Treasury Department. See circular letter 62 herewith.

Enclosures:
Orig. chk. $2.50
Cir. let. 62

Respectfully,

Wm. Brown

Assistant Register of Copyrights.

Messrs. Banzhaf, Pembleton & Littick,
130 West 42nd Street,
New York, N.Y.

Title	Copr. No. & Date	Deposit of Copies
Intolerance; a sun-play of the ages in a prologue and 2 pts.	L-8570, June 24, 1916	June 24, 1916
Intolerance; a sun-play of the ages in a prologue and 2 acts. 13 reels	L-9934, Sep. 5, 1916 (pub)	Jan. 10, 1917

to see the ordinary run of
photo plays -
I am shortly to give a talk on
"Better Films" to a club here, who
has interested itself in civic
affairs, and I would like very
much, to read a short sugge-
-tion or two, from you, on how
the films could be improved
I know of no one better qualified
to give such an expression -
If you could see your way clear
to send me a hundred words
or so - just a summary of your
thoughts on this subject, I will
appreciate it immensely - Thanking
you, I am Very Truly - Nellie Gray -

Moberly Mo. Sept. 30. /10

Mr. David Mark Griffith
Mamaroneck, N. Y.
Dear Mr. Griffith:-

As you doubt-
-less know, there is a definite
feeling on the part of many
people that there is much
room for improvement in
moving pictures.
Here in our town, where the costlier
and better pictures are seldom
shown, the feeling is particularly
strong. As a matter of fact, many
of us will not allow our children
in the moving picture house.

STOCK CLEARING CORPORATION

2 BROAD STREET, NEW YORK

HENRY JAY CASE
ASST SECRETARY

September 30th, 1924.

In reply refer to "G"

D. W. Griffith Studios,
Mamaroneck, Long Island.

Gentlemen:

May I take the liberty of asking your office for a line of information on

Thomas David Hughes
431 Riverside Drive,
New York City.

who, it appears, was at one time employed by your firm playing the part of a country boy from January to April 1920 at $50.00 per week.

During this employment, did you find subject dependable, willing and able to take responsibility, and when he left was his record clear? Before coming to you can you tell us with whom he was employed? Any recommendation or advice along these lines will be appreciated and considered absolutely confidential.

This inquiry is made in the course of our routine work for members of this Corporation and is as much in the interest of and for the protection of the employee as the employer.

Thanking you in advance for this courtesy and co-operation,

Yours very truly,

Henry Jay Case
Asst Sec'y

Assistant Secretary.

HJC FB

"DAWN"

- - - - - - - - - - - - - - - - - -

D.W. GRIFFITH, INCORPORATED

to

PATRICK A. TOWERS.

- - - - - - - - - - - - - - - - -

A S S I G N M E N T

- - - - - - - - - - - - - - - - - -

DATED:

(Copy)

#134 Filed

Sept 1924

KNOW ALL MEN BY THESE PRESENTS: That the undersigned for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations to it in hand paid by PATRICK A. POWERS of 1783 Seventh Avenue, New York City, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the said Patrick A.Powers, the negatives and positive prints of the photoplay known by the working title "DAWN", also all moneys due or to become due on account of any contracts, agreements or leases now or hereafter to be made for the leasing, sale, distribution and/or exhibition of any and all of said photoplays now had or hereafter to be had with any person, firm or Corporation in the United States, its possessions and/or any foreign country.

And the undersigned further agrees to forthwith deliver the negatives and prints of the said photoplay to said Patrick A. Powers at its storage compartment #1 in the fireproof concrete vault situated on the studio premises of the undersigned at Mamaroneck, New York.

The undersigned further agrees that it will forthwith mark or cause to be marked the ledgers and/or any other books of account or records wherein reference is made to the photoplay known by the working title "DAWN" or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof a statement in substance as follows:

> The negative and films of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof and the proceeds and all moneys received or to be received therefrom are the property of PATRICK A. POWERS under an agreement made and entered into by and between D.W.Griffith, D.W.Griffith Incorporated

and Patrick A. Powers, dated January 25th, 1924.

The undersigned further agrees that this assignment is subject to all the terms and conditions of the agreement heretofore entered into by and between D.W.GRIFFITH, D.W. GRIFFITH, INCORPORATED and PATRICK A. POWERS, dated January 25th, 1924, which said agreement is still in full force and effect and this assignment is made a part thereof, the same as though this supplemental assignment had been entered into, executed and delivered at the time of the execution and delivery of the aforesaid agreement. However, all the foregoing provisions of this assignment are subject to any and all rights, title and interest in and to the aforesaid motion picture, the negatives and prints thereof and all moneys due and to become due arising out of the sale, distribution or leasing thereof, which the Empire Trust Company of New York, and /or Famous Players Lasky Corporation may have or be entitled to; and also subject to a previous assignment of the photoplay aforesaid made by the undersigned to Central Union Trust Company of New York, executed and delivered on or about the 30th day of September, 1924.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this day of 1924.

D.W.GRIFFITH, INCORPORATED

By_____
Vice-President.

ATTEST:

_____

STATE OF NEW YORK }
COUNTY OF NEW YORK. } ss.:

On this day of , 1924, before me personally came ALBERT L. GREY, to me personally known, who being by me duly sworn, did depose and say: That he resides in New Rochelle, County of Westchester, State of New York; that he is the Vice-President of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FILMS By

England's Refusal
'America' Checks
in Making Histori

By LOUELLA O. PARSONS.

DAVID WARK GRIFFITH gave as his opinion yesterday that England's refusal to permit "America" to be shown in London will act as a check on producers making historical plays. I went to call on him shortly after he landed in New York and he said that from the report he received from his London agents he had reason to believe there was something more back of England's attitude toward "America" than a censor board. Mr. Griffith said:

Louella O. Parsons

"There is certainly nothing immoral in 'America.' The censors gave as their reason for rejecting the picture that it might cause bad feelings between England and America. Those to whom I talked said the decision to bar my picture came from a political power higher up. I thought it might mean the Foreign Office. I personally will hesitate a long time before I attempt to make another historical picture. France did not want to show 'Orphans of the Storm' and now England's action makes the financial risk too great."

"Dawn," the picture which took Mr. Griffith and a company of seventeen to Germany, where the interiors were made, will be finished at Mamaroneck. Carol Dempster and Neil Hamilton have the leading roles. Contrary to reports, no scenes were filmed in England.

In answer to my question, Mr. Griffith, who, by the way, looked tanned and extremely well, said he expected to make two pictures for Paramount. He said he had no idea of any trouble with United Artists until he received a cable.

Mr. Griffith said he had then signed an agreement to make pictures for a period of three years for United Artists; this included "America" and "Dawn." He said it was merely a letter signed at the request of Douglas Fairbanks to assure exhibitors that United Artists was not going to pieces. He continued:

"I could not sign a contract alone. It would be necessary for the D. W. Griffith Company to sign any real contract."

Although Mr. Griffith was firm in his hope that his next picture following "Dawn" would be made under auspices of Famous Players-Lasky, he said he was sure it would not be Marie Corelli's "Sorrows of Satan."

D. W. GRIFFITH BRINGS "DAWN" FROM GERMANY

David Wark Griffith, the Barrie of the screen, returned from Germany yesterday on the Cunarder Scythia and talked of marks, and stars, and ships, and cream, and the Prince of Wales.

With him were seventeen players in his picture "Dawn," including brown-eyed Carol Dempster and Neil Hamilton.

"My twelve weeks' stay in Germany was a revelation," said Mr. Griffith. "The greatest sight there was the ships that were to sail for America. You should have seen the wistful eyes and hungering looks bestowed on the windows of the great liners.

"The marks of suffering are still etched on them. It has been only

(NEWS photo)

D. W. Griffith, photo taken yesterday on arrival here.

in the last year they have had any vegetables.

When asked about the recent rumpus between United Artists and himself anent his alliance with Famous Players Mr. Griffith smiled quizzically and said:

"I can't say a word, really. I hardly know where I'm at. I understood that my contract with United Artists had to do with the distribution, not with the making of films. Of course, both 'Dawn' and 'America' will be released through United Artists.

Miss Carol Dempster, slim and pretty as a flower, was in a brown faille costume enhanced with a chic hat that boasted a high crown and a severe buckle.

(Other picture on page 17)

NEGLECT CHARGED

Movie Troupe Returns

BACK FROM Germany yesterday came cast of "The Dawn" on Scythia. (L. to r.) D. W. Griffith, producer; Treasurer John Epping and Carol Dempster. Neil Hamilton behind. —*Story on page 25.*

CHARLES H. COLE
[illegible]

[illegible]

October 1st, 1924

Mr. James A. Ashcroft,
c/o D. W. Griffith, Inc.,
Orienta Point,
Mamaroneck, N.Y.

Dear Sir:

Thank you very much for your very courteous letter of September 30th, 1924, and the information it contains. I am taking the liberty of showing the original letter to the Committee to show your interest in the matter.

Very truly yours,

Chas. H. Cole.

CHC/O

File

October
First
1924

Miss Etta C. Larry,
Baker University,
Baldwin City,
Kansas.

Dear Miss Larry:

Both Mr Griffith and myself have been absent from the studio for several months taking scenes abroad for his next picture. Your letter of August 12th was received in our absence, and unfortunately was not acknowledged.

I regret to advise you that owing to his future plans Mr Griffith is not able to consider the stories you mention at this time, or at any time in the near future. You might, however, be able to interest some of the other larger companies, who take many more pictures than we do, and therefore are able to offer more opportunities.

Mr Griffith wishes me to express his appreciation of your courtesy in calling the stories to his attention, and his regret for the delay in acknowledging your letter.

The letter from Mr Powell, of the Home Correspondence School, is returned herewith.

Yours respectfully,

Personal Representative
of Mr Griffith.

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] WARDOUR STREET
LONDON, W. 1
ENGLAND

October 1, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:-

REPORT - WEEK ENDING SEPT. 26, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended Sept. 26th amounted to £982.12. 7.

4. The total business from each of the branches amounted to:

Birmingham	£182.10. 0
Cardiff	413. 0. 0
Glasgow	288.10. 0
Leeds	265. 0. 0
Liverpool	385. 0. 0
Manchester	314. 0. 0
Newcastle	128.10. 0
Ireland	118. 0. 9
London	935.10. 0
	£3030. 0. 0

The cash collections for the week amounted to £3064. 5. 9;

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
COUNSELLOR SMITH
SECRETARY

OFFICE OF THE PRESIDENT

October 8
1924

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
Mamaroneck, N. Y.

My dear Mr. Griffith:

Following further the German situation. Enclosed is copy of a confidential report just received from the Department of Commerce that is interesting.

With best wishes always, I am,

Sincerely yours,

Will H. Hays

October 2nd 1934.

Mr. F.A.Powers,
723 Seventh Avenue,
New York City.

Attention Mr. H.M.Levy.

Dear Mr. Levy:

Replying to your favor of the 1st inst., I wish to advise that I have referred the same to Mr. Epping, Treasurer of the Griffith Corporation for his attention and have requested him to take care of the interest item.

We are at the present time endeavoring to obtain a loan, which, if we are successful in so doing, will be used to liquidate Mr. Power's loan to the Corporation.

I will advise you at a later date as to the outcome of our efforts in this respect.

Very truly yours,

H/CDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MAIN OFFICE
17 East 42nd St. New York
Cor. Madison Avenue
Tel. Murray Hill 7888

SUBURBAN HOMES
SHORE FRONTS
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DRUMMOND REAL ESTATE

BRANCH OFFICES:
4708 Boston Post Rd. Pelham Manor
428 Huguenot St. New Rochelle
69 Boston Post Rd. Larchmont
149 Boston Post Rd. Rye

124

New York Office,
October 9, 1924.

Mr. Albert H. T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf:-

Since talking with you the other day, I have had an architect and Mr. Dunham, the attorney for Mr. Holland Duell, over Griffiths Point again, and, he thinks very favorably of it. I am glad he feels so kindly toward the proposition as he has great influence with Colonel Duell.

I have given a map and figures to both Mr. Duell and Mr. Dunham today and left them in conference. Mr. Dunham is convinced that Mr. Duell will make no mistakein taking this proposition over, although it is a larger property than he originally intended purchasing.

Be assured that we, as the brokers, will do everything in our power to push the deal to a quick closing as neither time nor effort is being spared on our part.

Feeling confident of your earnest co-operation, we believe a closing will be arranged very quickly.

Very truly yours,

DRUMMOND REALTY CORP.

E. Drummond

ED-KH

[illegible] [illegible]

[illegible] [illegible]

[illegible]

[illegible]

Drummond

[illegible]

Studio [illegible]

[illegible]

[illegible]

~~[illegible]~~ [illegible]

on signing [illegible]

on Closing [illegible]

[illegible]

Drummond

[illegible]

[illegible]

[illegible]

in 18 mos 100,000

next 6 mos 100,000

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OF THE CITY OF NEW YORK

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CHARLES H. CALDWELL, ASST. TREASURER
JOHN F. DUNCANS, ASST. SECRETARY
HENRY ROBERTS, AUDITOR

WALL STREET

October 8, 1924.

Mr. W. D. Griffith,
1476 Broadway,
New York City.

My dear Mr. Griffith:

As one of those interested in the Broadway Temple project, I am sure that you are much encouraged, as I am, to know that we have already sold more than half the amount of bonds necessary to assure success.

We need now to take counsel as to the best plan to pursue in securing the final sum needed to complete the building.

I will greatly appreciate it if you will be my guest for luncheon at the Bankers' Club, Monday October 13th at 12:30 P.M. I am inviting a very limited number of those whose judgment we need and, therefore, do hope you will come.

Sincerely yours,

Samuel McRoberts

FRANK A. MUSCHENHEIM, NEW YORK

Hotel Astor
FIFTH AVENUE
New York

FRANK A. MUSCHENHEIM

Oct 5th 1914

PUBLIC WRITING ROOM

James Asheroft Esq Sec

Mydear Sir, you may recall our telephone conversation today while very just as my friend The Hon. H.B. Guest of London England & I were going to lunch.

I have just returned, & would be grateful for a few minutes interview with Mr D.W. Griffith, any hour & place best suited to his convenience.

I realize that he is indeed a very busy Gentleman, & could only consume 5 or 10 minutes of his time.

Subject. Motion Pictures, his advice may be mutually interesting & profitable both here & abroad.

You may assure Mr Griffith that a few moments will be esteemed a very great favor. I shall be leaving N.Y. last of next week. Your response will be appreciated.

Yours faithfully
A.H. Motley
58 West 71st St
New York City

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN D. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT WIGGNEY
DERBY GOODRICH
NICHOLAS HALLEY
DONALD S. MUNDERMAN
STEWART M. RATHBONE
F. J. P. MARTIN
JAMES L. BOONE, JR.

CABLE ADDRESS LARRIPERY NEW YORK

Central Union Trust Company Building
80 Broadway, New York

October 8, 1924.

Mr. A.H.F. Banshaf,
130 West 42nd Street,
New York City.

Dear Banshaf: Re: D.W. Griffith, Inc.

Enclosed herewith find a new lease between the above company and Central Union Trust Company for one year from October 3, 1924, of the vault at Mamaroneck.

Will you please have this paper executed and returned to me at your early convenience.

Very truly yours,

Enc.

DCM/MF

New Haven
Oct 3 1924

Dear Mr Fitzpatrick

I had intended later to answer your letter at length and to thank you for your kindness in the matter of Miss Pitkin's letter to me.

She has just written me of having received it and as Mr Pitkin is going to New York has further asked me for a letter of introduction to you.

If I was timid about writing you about the photograph I find this impossible. If you will keep the statement in confidence when we say that I consider my acquaintance with him altogether too slight to allow me to do this. As I am not informed as to what he may want I cannot possibly occupy your time with a matter of which I have not the slightest knowledge.

The kindness of your answer to Mrs P. together with the definite tone of your letter closes the matter as far as I am concerned.

They have recently spent
a few days with me and
little I think has passed between.
I told them that as you did
beyond that I know nothing.

Again I write you to
understand my position in
the matter and that again
I write you not to mention
my parents letter should
you see them.

I am sorry to have to
trouble you again with this
matter and shall write you
later. Thanks so much for
your letter. Pauline was pleased
(as I was too) to hear from you.

Yours sincerely yours
Wilfrid Hall

116 A

Schlesinger & Schlesinger
Counsellors at Law

Northwest City Bank Building
Northwest Corner 63rd Street
New York

MAX H SCHLESINGER
SAMUEL V SCHLESINGER
TELEPHONE NUMBER NO. 1237

October 3rd, 1924.

Albert H.T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:- Re: Griffith - Pessa $2419.15

We are enclosing herewith copies of bills forwarded to your client from time to time, in accordance with your request.

Will you kindly give same your immediate attention and communicate with us at your earliest opportunity in respect to an adjustment of this matter.

Very truly yours,

SCHLESINGER & SCHLESINGER
BY

LG.

encls.

October
Third
1924

Henry Jay Cane, Esq.,
Stock Clearing Corporation,
26 Broad Street,
New York.

Dear sir:

Replying to your letter of September 30th, marked "C", asking information concerning Thomas David Hughes, stated to have been employed as an actor in one of our productions from January to April, 1920, I regret to advise you that we are unable to furnish this information. Actors are engaged merely to play parts in pictures, and when the picture is completed the engagement ends. It is thus hard to remember them after any considerable lapse of time. No one employed at the studio now remembers Mr Hughes. This, however, is not meant to be any reflection upon the statement of Mr Hughes that he did take part in the picture as stated.

Yours respectfully,

Personal Representative
of Mr Griffith.

October 3rd 1924.

United Artists Corporation,
729 Seventh Avenue,
New York City. Attention Mr. Steele.

Gentlemen:

In relation to copyright of the photoplays "The Mother and the Law" and "The Fall of Babylon", I am enclosing herewith copy of letter received from Register of Copyrights from which you will see that apparently there was no copyright taken out on these individual pictures, but they are protected under the copyright on the photoplay "INTOLERANCE". I have requested a Certificate of Copyright on "INTOLERANCE" and as soon as the same is received, it will be forwarded to you for your use in Japan.

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

October 4, 1924

Messrs Marks & Marks
Columbia Building
34th Street & Fifth Avenue
New York City

Attention of Mr. Harry Marks

Dear Mr. Marks:

I am enclosing herewith copies of the following papers:

(1) Certificate of Incorporation and by-laws of the D. W. Griffith Incorporated.

(2) contract between D. W. Griffith and the United Artists Corporation under date of 5th day of February 1919, which contract has been taken over by the D. W. Griffith Incorporated, and which assignment has been acquiesced in by the United Artists Corporation.

(3) copy of agreement between Central Union Trust Company, D. W. Griffith, and D. W. Griffith Incorporated, under date of 22nd day of October 1923.

(4) copy of agreement between David W. Griffith, D. W. Griffith Incorporated, and Patrick A. Powers under date of 25th day of January 1924.

These are the papers which you asked for and please return to me in due course. Any further data you may require please 'phone me regarding the same.

Very truly yours,

Encl. 4
AB:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1192

October 4th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
America		520		
Picture U-8			75137	67820
	0	520	75137	67820

Positive stock used

Eastman 75657

Negative stock used

Regular 67820

October
Fourth
1924

A. H. Netley, Esq.,
366 West 71st Street,
New York City.

Dear Mr Netley:

Replying to your letter of the second instant, I beg to say that Mr Griffith can see you Wednesday next, about one o'clock, at the studio. If this suits your plans, and you will telephone me as above, I will be glad to tell you how to get out here. If you have not your automobile with you, you will find the trains very convenient. I am at the studio practically every day after twelve o'clock.

Yours respectfully,

Personal Representative
of Mr Griffith.

Form 1100

CLASS OF SERVICE DESIRED	
Full Rate	
Full Rate Deferred	
Cable Letter	
Week End Letter	

Please check one or if cancelling service, indicate whether Full Rate, Deferred, Cable Letter or Week End Letter will be transmitted at full rate.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Oct. 6, 1914.

Albert Gray
S. S. "Olympic" (en route to Europe)

Weinberger claims you promised him two hundred today How shall I pay it Also claims you agreed pay him salary for week ending October fourth Regards

Conway

Chg D. W. Griffith, Inc.

Oct. 6, 1924.
1412 - Audubon Ave.
Apt. 22.
New York City

Dear Mr. Griffith:

Were it not for the fact that the theatres offer profitable guidance of your art and your courteous Mr. Aherofts assurances that your function is three dimensions, I might — judged by my success in obtaining ocular proof — be forgiven for believing that possibly the "Griffith" company is traveling on your reputation and that you had passed on to the Great Perhaps.

Even after I had sheathed the axe I wished to

grind, I was disappointed in not seeing you the other day when I called at the studio. The Pilgrim to Mecca gets no 'kick' out of the journey, if when he reaches the Great Mosque no Mahomet appears.

Foregoing is merely preamble to the fact that Mr. Ashcroft told me that I might see you in two weeks. In order to avoid another intrusion when you are busy, I wish you might find time to have your secretary set a date for me to call as I don't enjoy playing the part of a pest. And I know how annoying it is to have the friendliest of callers when one is busy.

To prove that you are and have been consistently 'busy' for a long time I enclose a letter of mine, and your classical reply written at the top. Must have been ten years ago - have forgotten the occasion, probably a touch due to Evan's unholy crap-shooting. My recollection is that I failed to convince you of my dire need much to Evan's disappointment. However it

proves that you have
misunderstood one of my letters,
so unless you replying to this
I request its return otherwise
I shall never be able to
prove to my heirs & descendants
that I ever knew you.

I trusting you are well
and hoping to see you soon
I am, as ever,

Sincerely

Guy Hedlund

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MERCHANTS-MANHATTAN TRUST COMPANY
OF THE CITY OF NEW YORK
MAIN OFFICE: BROADWAY,
CABLE ADDRESS METRUS
MEMBER FEDERAL RESERVE SYSTEM
SAMUEL McROBERTS, PRESIDENT
CHARLES W. WESTON, VICE PRESIDENT
JAMES F. McNAMARA, VICE PRESIDENT
J. T. MONAHAN, VICE PRESIDENT
CHAUNCEY H. HUMPHREY, VICE PRESIDENT
BERTRAM SRUGER, TREASURER
GEORGE H. HORTMANN, SECRETARY
JACOB S. ALDEN, TRUST OFFICER
FIFTH AVENUE OFFICE
CLARENCE ALDEN,
ASST. TREASURER-MANAGER
ARTHUR L. GARNER,
ASST. TREASURER-ASST. MANAGER
HUBERT W. ANDERSON, ASST. TREASURER
FREDERICK E. FRIEN, ASST. SECRETARY
WILLARD E. MENARD, ASST. SECRETARY
EDWIN W. BERRY, ASST. SECRETARY
HENRY F. SCHWIN, ASST. TREASURER
EDWARD S. DEVENNEY, ASST. TREASURER
CHARLES H. CALDWELL, ASST. TREASURER
JOHN F. O'MEARA, ASST. SECRETARY
HARRY ROBERTS, AUDITOR
NEW YORK

October 6, 1924.

Mr. W. D. Griffith,
1476 Broadway,
New York City.

Dear Mr. Griffith:

I have just discovered that October 13th, the day we had fixed for the Broadway Temple luncheon at the Bankers' Club, is a holiday on account of the 12th being on Sunday. I am therefore under the necessity of changing the luncheon to the following day, Tuesday, October 14th.

I am having my Secretary telephone your office today of the change, in order that you may know of it at the earliest possible moment. This matter is of such great importance that I am personally very hopeful that you will find it possible to attend. We will begin promptly at one o'clock and will not keep you long.

Trusting that I may have the pleasure of seeing you there, I am,

Sincerely yours,

Samuel McRoberts

76

October 6, 1924

United Artists Corporation
729 Seventh Avenue
New York City

Attention of Mr. Steele

Dear Sir:

Referring to telephone conversation this afternoon, will you kindly cable your Kobe representative to get in touch with the American consular agent at Tokio with relation to the matter of the stolen film of "The Fall of Babylon".

This is in accordance with request made by the Hays Organization through whome we have taken the same up.

Very truly yours,

MR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 54 Jul NEW YORK Oct 7/W 194

THE COMMERCIAL CABLE COMPANY
(The Mackay System)

OCT 7 1924

PLEASE CHARGE TO OUR ACCOUNT Eleven dollars eighty-eight cents DOLLARS

FOR CABLEGRAM THIS DATE TO Powers Paris

$ 11.88

Banzhaf
130 W 42

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

COUNTER NO.

CABLEGRAM

TIME FILED

M

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

CHECK

DESIGN PATENT No. 49828

ROUTE VIA

Send the following Cablegram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

October 7 19 24

To

PATRICK A POWERS
HOTEL CRILLIONS
PARIS FRANCE

WILL YOU CONSENT TO EXTEND PAYMENT OF FIFTYTHOUSAND BONUS NOTE FOR SIX MONTHS WITH INTEREST TO BE SECURED BY RECEIPTS AFTER PAYMENT OF PRODUCTION LOAN OF TWOHUNDRED FIFTY THOUSAND ON GRIFFITHS PICTURE NOW PRACTICALLY COMPLETED THIS WILL BE GREAT FAVOR TO GRIFFITH AND MYSELF REGARDS

BANZHAF

$ 11.88

charge Banzhaf 130 W 42nd St

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

Oliver Ditson Company

MUSIC, MUSIC BOOKS AND MUSICAL INSTRUMENTS

178-179 TREMONT STREET

Boston, Oct. 7, 1924

D. W. Griffith, Inc.,
130 W. 42nd St.,
New York City

Attention Albert H. Banghof

Gentlemen:

We have not heard from you since your letter of August 13th in which you say: "Payment of the sum of $75 will be made to you in due course." Please let us know when we can expect this, as we desire to send the correspondence to the file.

Yours truly,
OLIVER DITSON COMPANY
C. A. Woodman
Mgr.

CAW:KW

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT
153 WEST 42ND ST.,
NEW YORK CITY
TELEPHONES, BRYANT 7088-0643

TELEGRAM

DELIVERY NO.

This is a fast Telegram unless otherwise indicated by signal after the number of words:—"Blue" (Day Letter) "N.L." (Night Letter) or "Nite" (Night Telegram) 18016—33246

STANDARD TIME INDICATED ON THIS MESSAGE.

260 NY MC 1030AM15 RADIO

SS OLYMPIC VIA LOUSIBURG NS OCT 7 1924

GREGRIFF

NEWYORK (D W GRIFFITH INC 1476BWAY)

PAY WEINBERGER OUT JUDITH OR MY ACCOUNT RECOUPE IF POSSIBLE

ARTISTS REGARDS

GREY

AGA
(1)

October 7, 1924

Messrs. Schlesinger & Schlesinger
National City Bank Building
Madison Avenue & 42nd Street
New York City

Gentlemen: <u>Re: Keane vs. Griffith</u>

Yours of the 3rd instant received enclosing copies of bills.

I have sent these bills to Mr. Griffith's superintendent at the studio for his perusal, and after I hear from him, I will be in a position to take the matter up further with you.

Very truly yours,

RR:KC

October 7, 1934

D. W. Griffith, Incorporated
Orienta Point
Mamaroneck, New York

Attention of Mr. Bantell

Dear Mr. Bantell:

I enclose itemized statement of work alleged to have been done by Clarke D. Pease on Mr. Griffith's car.

Will you kindly look the items over and let me know as to the same some time in the near future.

Very truly yours,

RR:EC
Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

ALLIED ARTISTS CORPORATION, LTD.

66- 68 WARDOUR STREET

LONDON, W. 1

October 7, 1924

Hiram Abrams, Esq.
Allied Artists Corp., Ltd.
729 Seventh Avenue
New York City

Dear Mr. Abrams:

REPORT - WEEK ENDING OCT. 3, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended October 3rd amounted to £786. 9. 9.

4. The total business from each of the branches amounted to:

Birmingham	£940. 0. 0	
Cardiff	298. 0. 0	
Glasgow	244.16. 7	
Leeds	127.10. 0	
Liverpool	325. 0. 0	
Manchester	170. 0. 0	
Newcastle	173.10. 0	
Ireland	25. 0. 0	
London	3087.10. 0	
	£5391. 6. 7	£5391. 6. 7

The cash collections for the week amounted to £3439. 7. 2.

Yours sincerely,

(Signed) M/ Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Belgrade, October 8th 1924.

THE DIRECTOR OF THE
D.W.GRIFFITH FILM.CORP.
NEW YORK,1476 BROADWAY,
U.S.A.

Dear Sir,

On June 15th last I remitted you from Herceghovi three librettos of photoplays entitled;

HER FATHER'S DEATH

ROMANCE VS. LOVE

THE CAPTURED DANCER.

As I have so far no news from you I would thank you very much if you would inform me whether you have received them and if so whether you can make use of them.

Thanking you in advance I remain

Very truly yours,

Ranko Jovanović

August 28

My present address:

R.Jovanović

Petrogradska ul.11

Belgrade,Yougoslavia.

October
Ninth
1924

Samuel McRoberts, Esq.,
Metropolitan Trust Company,
1120 Broadway, New York.

Dear Mr McRoberts:

I regret that it will be absolutely impossible for me to be with you at the Broadway Temple luncheon next Tuesday. I am under contract to complete a picture upon which I am now working by a certain date, and, until I get it done, I cannot be away from my studio even for a few hours.

I am so sorry not to be with you that I am wondering if it would not be possible for you to telephone me during the luncheon, so that we could discuss the Temple project and I would thus be enabled to keep myself familiar with the progress of the subject -- and almost feel as if I were with you. If you are able to do so, I shall sincerely appreciate it.

Regretting that I am unable to be with you, I am

Faithfully yours,

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1714

October 9,
1924.

Received from Mr. Pat Campbell, letters
from the following people:

Martin W. Littleton,
John W. Weeks, Sec. of War,
E. Baskin Slant, Secretary to the President, (Stamp)
Mrs. Tuxton Beale, of Washington,
Senator Magnus Johnston,
Henry C. Wallace, Secretary of Agriculture,
Seldon P. Spencer, Senator from Missouri,
Lieut. Col. C. O. Sherrill,
John Queally,
Sen. Walsh, Montana,
Cornelius Vanderbilt, Jr.

Advertising and Publicity
Manager

United Artists Corporation
729 Seventh Avenue
New York

October 9, 1934.

Letters received from Mr. Pat Campbell, on "AMERICA":

From -

De Wolf Hopper
Lincoln H. Caswell, D.D.
Rev. W. Herbert Burke, D.D.
G. Watson James, Jr.,
Alfred Zadace (Curator Independence Hall)
David I. Walsh, Senator
W. Freeland Kendrick
Theodore Roosevelt
James A. Higgins, Senator
Charles K. Bolton
William Jennings Bryan

Charles B. Moyer

Advertising & Publicity
Manager.

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1114

October 9, 1934.

I hereby acknowledge receipt -- from Mr. Pat Campbell --

of two letters: #1 - addressed to D.W.Griffith Productions, signed by E.S.Martin, Secretary of the Editorial Board, Boy Scouts of America.

#2 - addressed to D.W.Griffith, from General John J. Pershing.

By Charles C. Moran

Advertising and Publicity
Manager.

129

October 9, 1924

Oliver Ditson Company
178 Tremont Street
Boston, Massachusetts

Attention Mr. C. A. Woodman, Manager

Dear Sir:

We have your favor of the 7th instant, and the writer was under the impression that the account referred to had been paid.

The writer is referring your letter to the treasurer of the company for his attention.

Thanking you for calling this matter to our attention, we remain

Very truly yours,

D.W. GRIFFITH, INC.

BY _____ Secretary

RR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

76

United Artists Corporation
729 Seventh Avenue
New York

Office of General Manager

October 10th
19 24

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

We have the Certificate of Copyright on the photoplay "INTOLERANCE" which you sent us for Mr. Pierson.

We are forwarding this to Kobe, but inasmuch as this copyright does not mention the photoplay "THE FALL OF BABYLON" we wonder if it will be of much use to him in recovering the stolen print of the latter picture.

Do you think it would be possible for you to get an affidavit of some sort from the Registrar of Copyrights showing that the copyright on "INTOLERANCE" covers both MOTHER AND THE LAW and THE FALL OF BABYLON? Such an affidavit would, we think, definitely cover the subject.

Very truly yours,

UNITED ARTISTS CORPORATION

Montford S. Slade

MSS:P

Foreign Sales Manager

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. G. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

October 11th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
The White Rose		102		
One Exciting Night		777		
Way Down East		1221		
Birth of A Nation		3632		
Dream Street		1072		
Picture U-8			63562	38742
	0	6704	63562	38742

Positive stock used

Eastman 70366

Negative stock used

Reg. Eastman - 38742

IMPERIAL PICTURES

1302 VINE STREET
PHILADELPHIA, PA.

BELL PHONE, SPRUCE 0939

October 11th 1924

Mr M. D. Weinberger,
c/o D. W. Griffith Inc.
1476 Broadway,
New York, N. Y.

Dear Mr Weinberger:

I have your letter of the 9th inst, and in reply beg to say, I would advise you to consider any offer you may have for "JUDITH OF BETHULIA" as I cannot see any value to me in this production at the price you quoted me.

I am inclined to think that United Artist's would handle the picture if they saw a market for it at this time.

Thanking you for your kind consideration, and with kindest personal regards, I am.

Most cordially yours.

Wm F. Rowlee

GENEVA DAILY TIMES

PUBLISHED BY GENEVA PRINTING CO. | GENEVA, N. Y. | CIRCULATION OVER 8,000

Oct. 11
1 9 2 4

Mr. D. W. Griffith,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir:-

Despite the fact that I am fully aware of the annoyance the multitude of applications of this nature must cause you in the course of a year, I am determined to brave the consequences of swelling that total one more to ascertain if my services could be utilized in any way as a writer.

I have been a newspaper reporter for the past eight years. In the course of that time I have come in contact with experiences which have convinced me would make excellent material for scenarios. Being utterly at sea insofar as the technique of the modern scenario is concerned, I hesitate to attempt the writing of these experiences because of lack of knowledge of the correct form in which to prepare them.

One hears so much these days of the demand by producers for new stories that I have dared to intrude on your valuable time to learn if you would permit me to submit one or more of these stories for your consideration. I realize that I am one of thousands who are undoubtedly "convinced" they can write for the screen, yet my ambition to achieve this purpose will not permit me to withold longer my desire in that direction.

Any suggestion you can offer me as to how I may prepare this material so that it can be inspected in some sort of practical form will be deeply appreciated.

Very truly yours,

Clarence L. Bull

Editorial Department.

126

German Empire, Province of Hesse-Nassau, Consulate-General of The United States of America at Frankfurt a. M. } ss.

~~City of Berlin~~
~~Republic of Germany~~

I, HELEN MCCURDY HERZOG, a Citizen of the United States of America, do hereby declare that I was born at Boston in the State of Mass: on the 22 day of August 1898, and that I am a ~~native~~ naturalized citizen of the United States and that I am at present temporarily residing in the City of Berlin, Germany.

That in or about October, 1922, I left the United States of America for the purpose of a trip to Europe and at that time took with me certain jewelry, all of which is of American manufacture and was purchased in the United States by my husband in ~~or about~~ November 15th 1921; that said jewelry consists of the following:

> One diamond bracelet with thirty-five quarter carat stones set in platinum, one platinum wrist watch studded with chip diamonds, one platinum ring with three one carat diamonds.

That the said jewelry referred to above being of American manufacture and my property at all times herein mentioned, I entrusted the said jewelry above referred to to Mr. J.C.Epping, who is Treasurer of D.W.Griffith, Incorporated, having an office at #1476 Broadway, in the City, County and State of New York, and requested him to arrange on his arrival in the United States, to sell the jewelry above referred to and remit the proceeds of such sale to me for the purpose of my returning to the United States, since I have been very much in need of money to live owing to the conditions existing at the present time in Germany.

The said jewelry above referred to has been my property from the date mentioned above and I have not transferred it nor have I given title to it or in it to anyone

and the sole object of requesting Mr. Epping to take such jewelry to the United States was for and on my account for the purpose of obtaining funds to enable me to live in Germany and enable me to travel to the United States where I permanently reside.

I further state that I am not related to the said J.C.Epping either by blood or by marriage.

Sworn and declared before me this 11th day of October 1924.

Nellie McCreary Kerry

C.C.L.B. Wyles

No 6032
Fee $2.—

AMERICAN CONSULAR SERVICE $2 FEE STAMP

C.C.L.B. Wyles

VICE-CONSUL OF THE UNITED STATES OF AMERICA AT FRANKFURT A/M GERMANY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

101

GUERALLA, JACOBSON & SPYER,
SOLICITORS.
Gueralla & Jacobson | Spyer & Cone
E. M. Gueralla.
Eric Jacobson, B.A.

TELEGRAMS: GUERALLA, STOCK, LONDON
TELEGRAMS: GUERALLA, LONDON
TELEPHONE [2210 / 2211 / 2212 / 2213] LONDON WALL.

WINCHESTER HOUSE,
OLD BROAD STREET,
LONDON, E.C.2.

13th October, 1924.

A. H. T. Banshaf, Esq.,
Messrs. Banshaf, Pembleton & Littick,
130, West 42nd Street,
NEW YORK, U.S.A.

Dear Sir,

Referring to our letter of 13th ult., we have today received from the Allied Artists a cheque for £85. 13. 10., in payment of our Bill of Costs re D.W. Griffiths Inc., which we are acknowledging to them.

This leaves outstanding our charges in respect of the under-mentioned matters:-

re "Orphans of the Storm"	...	£ 19. 3. 9.
" "One Exciting Night"	...	7.11. 9.
		£ 26.15. 6.

which we expect the Allied Artists will be discharging at an early date.

We are, dear Sir,

Yours faithfully,

Guerlla, Jacobson & Spyer.

1089 Park Avenue
Butterfield 4938

Dear Mr. Griffith:
I would be so glad to
see you
the 14th of October in
Carnegie Hall, at my
Dance-evening
because I admire you so much

Adrienne Drake

CARNEGIE HALL

57th Street & Seventh Ave.

Tuesday Evening

OCTOBER 14th

at 8.15

A PROGRAM OF MODERN PANTOMINIC DANCES

"VICES, HORRORS, ECSTASIES"

BY

Baron Willy Sebastien Droste

Assisted By

The Countess Jeanette Mlodecki

And The Mummy of King Amenophis IV

PROGRAMME

I.

INTRODUCTION
The Arrival in New York

II.

ECSTATIC
The Martyrdom of St. Sebastien

III.

DELIRIUM, FIGURES OF EDGAR ALLAN POE
The Murderer
The Madhouse
Suicide
The Morgue

IV.

HARMLESS INTERRUPTION
The Argentine

V

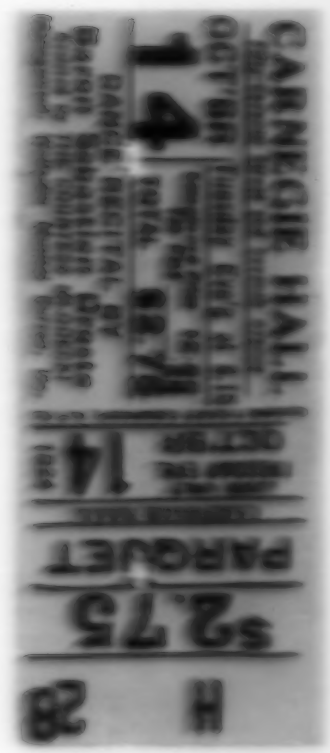
THE REINCARNATION OF SEVERAL CENTURIES
Mysterious Time ..... Amenophis IV Egyptian King
Decadent Roman Time ..... Heliogabalus Roman Emperor
Degenerate Time ..... Louis XIV King of France
Modern Time ..... An Idea of a Prince of Wales

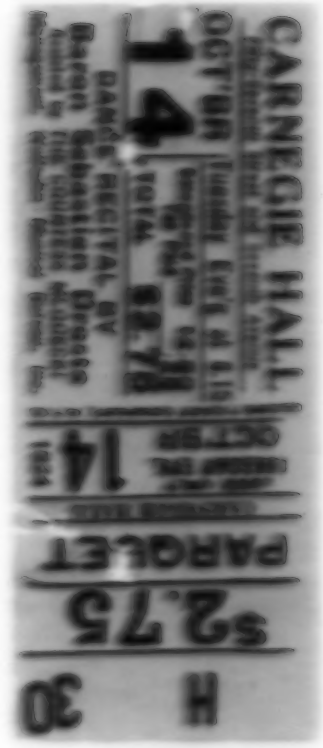
With a small orchestra

Music by Beethoven, Rachmaninoff, Ravel, Debussy

Tickets: $2.50, $2.00, $1.50, $1.00. Boxes $18.00 & $15.00. Plus 10% War Tax
On sale at the Box Office.

Management: WOLFSOHN MUSICAL BUREAU, Inc.


CARNEGIE HALL
OCT'BR
14
DANCE RECITAL BY
Baron Sebastian Dragoff
H 28
$2.75
PARQUET
OCTOBER
14


CARNEGIE HALL
OCT'BR
14
DANCE RECITAL BY
Baron Sebastian Dragoff
H 30
$2.75
PARQUET
OCTOBER
14

New York, Oct 14. 1916

Mr. Griffith.-

Possibly you noticed a boy standing just at the entrance of your Studio Saturday morning Sept 9 when you arrived-

And possibly throughout the day as you made some stens you noticed the same boy-

I am that boy- I came all the way from New Orleans for the purpose of seeing you- Called at the Studio, but could not see you, of course. They were very nice to me, and told me they needed no one. I asked if there was an opening for a stenographer or something in the Office, but there wasn't.

I thought I would remain and get a chance to see you, but without

under. I saw you drive up and leave your car, but I was frozen to the spot. I couldn't disturb you later when you were at work; no matter how desperately I wanted to – I prayed to God that in some way an opportunity would present itself – but –

I stood there at the lodge until all was over and you and the rest were gone – I could not see the screen being directed (nor did I want to disturb you in your work) but I heard your voice and saw you – and something within me told me that I could do what you wanted...

And it was not until I had walked back to the Station (They very kindly offered to take me in the bus in the early morning but I wanted to wait around in the hope) that I realized that I had stood from 10 that morning until six in the evening without eating – please I am not saying this for effect – but that I want to emphasize my sincerity

So, I realized that to continue to come daily would be my undoing. I may not even see you — and decided that I must make this appeal to you directly

You may remember receiving a letter from a boy in New Orleans when you were making 'The Whole Town' there, and may have thought it foolish — and maybe it did seem so — but nothing has ever shaken more sincerely — I am the same boy — and I shall never stop hoping that I will work for you — even if this letter does not bring a reply — somehow, there constant study of the Master's work, I feel I know the Master — I saw the latest of his work yesterday 'America' and was overwhelmed even tho it was at the State and not presented as you would have it (I sincerely hope it is given proper first presentation in New Orleans, as 'The Thief' and 'The Commandments' played to first class prices — and you cannot let them out do you).

As I told you in my first letter I work for the D. C. R. R. and have worked myself up from a messenger to Secretary to the District Forester, but it is not my work — there is an urge in me that tells me I must be on and on until I find myself and that same thing within tells me that it is the Zeitgeist — I have felt it from the moment I had the first dawn of reason in early childhood — "There is that within which passeth show" and I know my work I am crude I know — all not ignorant of the technique of the art, but I have lived and have suffered and to an extent have felt life —

What I am asking is that you please see me — I know you need no extras now — but you may in your next picture — or your next — I am here on a two-weeks leave and if you would see me and see any possibilities at all I could secure some kind of work in New York until you could use me — or possibly I could do some clerical work at the studio enough

to maintain me. I don't need much, but must help my mother.

I could come any time you wanted and wait all day - I heard you lived at the Studio and possibly I could see you for a few moments at night or your law office — if you would only see me.

My time will be up Monday, and you don't know the good you would do if you granted me this interview.

And if you told me you saw no possibilities I would go on for I believe in myself to the extent that someday it will out.

Sincerely and Hopefully

Joseph Edwin Hodges.

New York address:
367 W. 33d St
Cor 9th Ave -
New York City
c/o Mrs A. Wayne

New Orleans:
1932 Cleveland Ave.

I don't know if you will ever read all this, but I can only ask God that it pleases Him to grant my wish, and that He may fit to have you suffer me an interview.

Strangely, I feel you to be the only one who would understand me, and the only one to whom I could appeal...

Sincerely hope 'Dawn' is another master-piece and brings forth more of that wonderful philosophy of life of which your works are so full of...

The White Rose was a poetic Gem.

You are the Master to whom the unknown appeals —

October
Fourteenth
1 9 2 4

Mrs Charles M. Gray,
[illegible] East North Street,
Wooster, Ohio.

Dear Mrs Gray:

I have your letter asking me to give for your Club a short expression of one way I believe motion pictures could be improved.

Your question reminds me of a conversation I once had with a member of the Board of Censors of your own State of Ohio. She told me of two pictures that had recently been before them: one was James M. Barrie's enchanting, whimsical story, "Sentimental Tommy;" the other, an alleged modern sex problem, with the up-to-date flapper, etc., the title of which I do not remember, and which does not matter. The Censor told me that the pictures were exhibited simultaneously at theatres on the same street, almost directly opposite to each other, and that out of curiosity she visited them and found only a handful of people at the Barrie picture while the flapper picture was playing to crowded houses. I know that the director who had made "Sentimental Tommy" had succeeded in transferring to the screen much of the beauty and inspiration of Barrie's story, and that the picture was an excellent one, because I saw it myself.

I mention the above because it illustrates so clearly my answer to your question--that is, one way motion pictures could be improved would be for the public to give support only to pictures really worth while. Pictures today cost a very great deal of money to produce, and many directors, with earnest ambitions to make really fine things, are kept from putting forth their best efforts, because the financial return is apt to be such that the picture is a serious loss. By the same token, if the public would refuse to support unworthy pictures, their production would soon have to be discontinued. With the increasing cost of pro-

duction, no producers and directors can afford to make many pictures that are a serious financial loss; this, unfortunately, applies with equal force to worthy, as well as unworthy, pictures.

I hope in this rambling answer you will see what I am most anxious to convey: that I am heartily in sympathy with the ideals of your Club; and that I, along with many other directors, am deeply anxious to make picture which may in a humble way lift my audiences from the sordid cares of the day and leave with them a helpful thought for the trials of the morrow. What is most needed is the public's help, through attendance, that the financial return may be sufficient to enable us to continue.

Yours sincerely,

October
Fourteenth
1924

Dr Charles Fleischer,
c/o Graphic,
225 City Hall Place,
New York.

Dear Dr Fleischer:

I am as "belated" in acknowledging your letter of September 29th as you were in forwarding the splendid editorials. I have read them with interest, and most heartily agree with their sentiment.

I am so busy out here trying to get a picture completed within the contracted time that I don't get away from the studio very much, but I have managed to see your paper quite a few times. It is a fine publication, and I certainly hope, particularly for your sake, that it is progressing satisfactorily.

Why don't you run out some afternoon, watch some scenes taken, and have dinner with me ? Just telephone me a little in advance, to make sure that I will be doing something interesting, and I will be on the lookout for you.

With best wishes, believe me

Sincerely yours,

October
Fourteenth
1 9 2 4

Mr E. B. Duane,
Postoffice Box #1480,
Miami, Florida.

Dear Mr Duane:

Replying to your letter of September 29th, I regret to advise you that I have so very many expenses just at this time that I am unable to consider the purchase of the land you mention.

If I am thinking of any investments in Florida in the future, I shall be glad to communicate with you; and, in the meantime, please accept my thanks for your courtesy at this time.

Yours very truly,

October
Fourteenth
1 9 2 4

Dear Mr Ingram:

I am very glad indeed to get your most kindly letter. I am sorry that I missed you, but glad for your sake that you are going abroad to work, as you seem to like it so much better and to be so much happier in your work there.

I do not imagine that the next picture is going to mean much, and whether you see it or miss it will not make much difference; however, it has some ideas in it of which I am very fond, and with which I know you are in sympathy.

Rest assured, if I do get abroad, I shall most certainly get in touch with you. I sincerely wish you all success and what little measure of contentment is permitted to any of us--which the sages tell us, isn't very much, so that we should be grateful for whatever we are able to get.

With very kindest regards, and holding a pleasant memory of the few little talks we have had, believe me

Yours faithfully,

To
Rex Ingram, Esq.,

October
Fourteenth
1 9 2 4

Clarence L. Bull, Esq.,
c/o Geneva Daily Times,
Geneva, New York.

Dear Mr Bull:

Replying to your letter of October 11th, I regret to advise you that there is no opportunity for using your services at present. Mr Griffith is completing a small picture, and our entire staff is filled. He has several pictures on hand for future production, and I am afraid it would not be advisable for you to submit a story if you would want it considered for production any time soon. If your material is good, I should think you would have no trouble in placing it with some of the other companies. All of Mr Griffith's pictures are directed by him personally, and, as it takes him nearly a year to make one, you can readily see how few stories he can accept. Some of the other companies, with many directors, make a lot of pictures each year, and I should certainly think they are on the lookout for good new stories. You can easily get the addresses from a New York telephone book or directory.

At our studio here we like material best in fairly detailed synopsis form, and I imagine other studios are the same. As you are an experienced writer, you would have no trouble in preparing this in a manner entirely satisfactory to a scenario editor. If he wishes a scenario prepared after that, it can very easily be arranged--the important thing is to submit your story in a clear enough manner that an editor can visualize just what sort of a picture it would make.

Yours respectfully,

Personal Representative
of Mr Griffith.

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

OFFICE OF
F. L. HERRON
MANAGER

16

October 14th,
1 9 2 4.

Mr. A. H. T. Banzhaf,
D. W. Griffith, Inc.,
130 West 42nd Street,
New York City.

My dear Mr. Banzhaf:

I am enclosing herewith copy of letter from the Department of State relative to the illegal sale of the film "Babylon", which we took up with them at your request some time ago.

Sincerely yours,

F. L. Herron

Enclosure

Copy

DEPARTMENT OF STATE

WASHINGTON

October 9, 1924

In reply refer to
Sc-894.544 B 11/-

Mr. Jack S. Connolly,
In care of the Motion Picture Producers
and Distributors of America, Incorporated,
607 Albee Building,
Washington, D. C.

Sir:

Referring to your letter of September 30, 1924, enclosing a communication dated September 23, 1924, from Messrs. Banzhaf, Pembleton and Littick, regarding the illegal sale of the film "Babylon" to a purchaser in Tokio, the Department informs you that in accordance with your request the American Consul General at Tokio has been advised by telegram at your expense of the facts mentioned in your letter and has been instructed to render Mr. Griffith's representative in Japan appropriate assistance.

Upon receipt of a report from the Consul General the Department will communicate with you again in regard to the matter.

I am, Sir,

Your obedient servant,

For the Secretary of State:

Joseph C. Grew (signed)

Under Secretary.

October 14th, 1924.

Mr. Walter Gifford,
Room 25,
Victory House,
Leicester Square,
London, England.

My dear Mr. Gifford:-

At your convenience will you kindly forward me, a general statement showing condition of the "WHITE ROSE" Account in England? This statement should show the percentage of income which was credited against the original advance, also the legitimate charges against this income, and as near as possible, the amount yet to be credited towards liquidation of the advance in question.

As you perhaps know, there is being kept a record of this account here at our office and according to this, the amount yet to be earned, in order to liquidate the advance, is only a few thousand pounds. Of course, I realize that there are some legitimate charges against this, which I have not been advised of.

In the past, requests of this character have been made by Mr. R.B. Austin, who since has met with a tragic ending, as you no doubt have heard.

Will you please let me hear from you, in connection with this matter?

With best regards

Yours sincerely,

D.W. GRIFFITH, INC.

RAK:REB

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT WITHERBY
HERBERT BOSWORTH
NICHOLAS KELLEY
DONALD C. MUNTEMAN
STEWART M. RETROUS
T. C. P. MARTIN
JAMES L. BANNA, JR.

CABLE ADDRESS "LARTERLY" NEW YORK

Central Union Trust Company Building

10 Broadway, New York

October 14, 1924.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Banshaf:

I have this day received a check to the order of Pat Powers in the sum of $5,000., which I am forwarding to him.

Of course, you understand that this amount is received without prejudice to any of Mr. Powers' rights under his loan agreement, or on account of the obligation due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Very truly yours,

DCM/MF

STATE OF NEW YORK

STATE TAX COMMISSION

IN REPLY REFER TO
INCOME TAX BUREAU
DIVISION

INCOME TAX BUREAU

TAX DEPARTMENT

ALBANY

David Wark Griffith
c/o Griffith Ranch
San Fernando Calif.

OCT 14 1924

Dear Sir:-

Referring to your State income tax return for 1923 it is requested that you advise the nature of the attorney's fees deducted in the sum of $9500 and also explain the loss deducted in the sum of $54662.32 showing how either or both of these items have any connection with income produced from sources within the State of New York.

Also, advise the nature of the interest income reported in the sum of $5056.90.

In order to assist in the prompt closing of the audit of your return, a reply is requested within ten days referring to Div. 44-27113.

Very truly yours,

STATE TAX COMMISSION

By Roy H Palmer

Roy H Palmer
Assistant Director
Chief-Audit Div.
Income Tax Bureau

RFD:MLC

October 15, 1924

Register of Copyrights
Washington, D. C.

Sir:

Enclosed please find assignment of the story or play entitled "The White Slave" to J. C. Epping.

Will you kindly record and return this instrument for which I enclose check to your order for $4.50 in payment thereof.

Respectfully yours,

ER:AC
Enc. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

ALLIED ARTISTS CORPORATION, LTD.
[illegible] HARBOUR STREET,
LONDON, E. 1
ENGLAND

OCT. 4th, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
Newyork City

Dear Mr. Abrams:

REPORT - WEEK ENDING OCT. 10, 1924

1. Nothing exceptional occurred this week.

2. Mr. H. Hoagland has resigned as Publicity Manager; likewise his typist, Miss Dickins. They are both going to the Stoll Film Company where Mr. Hoagland will be associated with production activities in their studios. He tells me his duties there will be to supervise production. I have replaced Mr. Hoagland with Mr. Robb Lawson who was formerly connected with this organization. Mr. Lawson did some very excellent work while with us and is considered to be one of the ablest publicity men in this country in addition to being very hard working. He is very wellknown among the newspaper men in Fleet Street and I am sure will perform greater services to us than were performed by Mr. Hoagland.

3. The expenses for week ended October 10th amounted to £886. 5. 1.

4. The total business from each of the branches amounted to:

Birmingham	£1403. 7. 5	
Cardiff	569.10. 0	
Glasgow	776. 7. 9	
Leeds	202. 5. 0	
Liverpool	649. 0. 0	
Manchester	233. 0. 0	
Newcastle	189. 0. 0	
Ireland	104. 0. 0	
London	3825.10. 0	£7952. 0. 2

The cash collections for the week amounted to: £3129. 9. 2.

Yours sincerely,

(Signed) M. Silverstone

October
Fifteenth
1924

Baron Willy Sebastian Droste,
#1048 Park Avenue,
New York City.

Dear Baron Droste:

I regret exceedingly that I was unable to be present at your dance last evening, and also that I was not able to return the tickets you so kindly sent me. I had intended to be with you, but my business office, without letting me know, sent some people to the studio at dinner time for a conference; and, by the time I had finished with them, it was too late, and it was also too late to return the tickets, that you might make other use of them.

I appreciate your courtesy in thinking of me, and trust your dance was a great success.

Yours very truly,

October
Fifteenth
1924

Mr Joseph Edwin Hodges,
c/o Mrs A. Wayne,
#367 West 22d Street,
New York City.

Dear Mr Hodges:

I have shown your letter of yesterday to Mr Griffith. He is nearing the completion of the picture upon which he is at present working, and every part in it has been filled for some time; therefore, there is absolutely no opportunity for employment at the present time. Since you have come all the way from New Orleans, however, Mr Griffith wishes me to say that, if you care to come out to the studio, he will be glad to talk to you a few minutes, providing you understand that he will not be able to offer you a position.

I would suggest that you take the 12:03 p.m. train from the Grand Central Station Friday. When you get off at Mamaroneck, you will see our bus at the station, which brings passengers to the studio. When you arrive, please ask for me, and I will arrange for you to see Mr Griffith.

Yours respectfully,

James M. Ashcraft,
Personal Representative
of Mr Griffith.

New York Office,
1476 Broadway,
New York, N. Y.,
October 15, 1924.

Mr. Eric Frisch,
Berlin,
Germany.

Dear Mr. Frisch:

I enclose herewith a check for $30.70, representing 127 m. 65pf. 100 marks as a bonus and 27m 65pf. for your telephone expenses.

I hope that you are in good health and enjoying your work, and remain with kindest regards,

Yours very truly,

JCE/CC

76

October 18th 1934.

Mr. F.L. Herman,
c/o Motion Picture Producers & Distributors of America, Inc.
522 Fifth Avenue,
New York City.

Dear Mr. Herman:

Thank you for your favor of the 14th inst., enclosing letter relative to the "FALL OF BABYLON" matter received from the Department of State.

Very truly yours,

MCO/R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

October 16th 1924.

Messrs. Marks & Marks,
Columbia Building,
34th Street & Fifth Ave.,
New York City.

Attention Mr. Harry Marks.

Gentlemen:

Will you kindly return to me by messenger, whose charges I will pay, the papers which I forwarded to you under date of October 4th in regard to the Griffith matter.

Regret that we were unable to get together but trust that we may be able to put something over in the near future.

Thanking you and Mr. Philim for your courtesies, and with kindest regards, I remain

Very truly yours,

AHTB/GDM

D. W. GRIFFITH COLLECTION
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HIRAM ABRAMS
720 7TH AVE.
NEW YORK CITY

THE FILM DAILY

The BRADSTREET of FILMDOM

The RECOGNIZED AUTHORITY

Vol. XXX No. 14 | Thursday, October 16, 1924 | Price 5 Cents

Combines An Evil

Michigan Warned Against Dangers of Buying Combinations—G. A. Cross, New President

(Special to THE FILM DAILY)

Saginaw, Mich.—The outstanding feature of the Michigan convention was the banquet on Tuesday night at the Bancroft, attended by 350. The keynote was voiced by Danny who urged the Michigan men to realize the importance of what buying combines and the allocation of product were doing to the industry.

"If such combines and booking agencies continue to develop," he said, "bear in mind that the producing and distributing branches will find some way in which to provide for such a contingency. What will happen, where it will end God knows and only God knows. There is much idle talk at this time regarding this grave subject, but the fact that allocation of product and buying combinations have decreased the earnings of film in four or five of the leading territories of the country, including New York, Illinois, Michigan and the Coast is giving producers and distributors something to consider seriously."

When Judge Murphy, formerly

(Continued on Page 4)

R. and C. Buy Third Erie House

(Special to THE FILM DAILY)

Erie, Pa.—Rowland and Clark have purchased the State. They also control two other picture houses here.

Smalley Acquires His Fourteenth

Little Falls, N. Y.—W. C. Smalley has taken over the only theater in Hamilton, the fourteenth link in his chain.

Fraser Coming East

Harold Lloyd's General Manager Coming East to Attend Paramount Sales Meeting

William R. Fraser, general manager of the Harold Lloyd Corp., left Hollywood for New York yesterday. He is coming here to attend the Paramount sales convention, scheduled for the Hotel Pennsylvania Oct. 21-25.

It is assumed that there will also be conferences with officials at Famous regarding the future Lloyd releases.

Lloyd is about to place in actual work his new picture, which deals with college life. It will probably take him until the end of the year to finish this production, which is his last for Pathe. He will then be free to start work on a release for Paramount.

"Rudy" To Make Five

J. D. Williams Tells of Arrangement With Ritz at Private Dinner to Moe Finkelstein

(Special to THE FILM DAILY)

Atlantic City—A private dinner was tendered M. L. Finkelstein of Ruben and Finkelstein by the 26 original franchise holders of First National at the Ritz Tuesday night. The only outsiders present were J. D. Williams and James R. Grainger.

The situation was interesting. Here was Williams addressing his former business associates on matters in which they had no interest. Williams told about the Lloyd and Valentino deals and, in passing, mentioned that he had Valentino signed for five pictures on behalf of Ritz Carlton.

Williams heaped many encomiums

(Continued on Page 2)

M.-G. Adds Four Writers

(Special to THE FILM DAILY)

Los Angeles—Albert Shelby LeVino, Ballard MacDonald, Charlton Andrews and Kenneth Clark have been added to the Metro-Goldwyn scenario force. LeVino is adapting "The Summons," which Robert Vignola will direct. Charlton Andrews, author of "Ladies Night," has not been assigned a story as yet.

Ballard MacDonald, well-known song writer and humorist, will devote himself to comedy sequences in forthcoming productions. Kenneth Clark is collaborating with Frank Borzage on "Daddy Goes A'Hunting."

Wardour Embraces All England

(Special to THE FILM DAILY)

London—Wardour Films, Ltd., has absorbed Waverly Films Ltd., of Glasgow, Belfast and Dublin. Wardour is now a complete national organization, embracing offices in Cardiff, Liverpool, Birmingham, Manchester, Leeds, Newcastle, Glasgow Belfast and Dublin.

Estabrook Starts Another

Through Mike Connelly of the Metropolitan Casting Offices, Herbert Rawlinson, Earle Williams and Clara Bow have been engaged for "The Adventurous Sex" a Howard Estabrook production to be made at the Tec-Art studio. The players are en route to New York from the coast.

Buel Risinger Better

(Special to THE FILM DAILY)

Atlanta—Buel B. Risinger has fully recuperated from his recent illness and has returned to the Howard theater as conductor of the orchestra.

Schenck Active

Although Joseph M. Schenck could not be reached yesterday for a statement relative to his reported working alliance with Douglas Fairbanks and Mary Pickford, it is understood he is most active in that connection.

Various reports were in circulation. One of them concerned a reorganization of the United Artists with Norma Talmadge and others added to the roster and Schenck in direct charge of distribution, with Hiram Abrams as sales manager.

Another credited Fairbanks and Pickford with a desire to ally themselves with Famous in order to rid themselves of worry in connection with distribution.

Metro Signs Gish

Lillian Expected to Make One Picture—Probably a Coast-Made Production

It is understood a deal is being closed between Metro-Goldwyn and Charles H. Duell whereby Lillian Gish will star in one picture for that producing organization.

While the exact nature of the story is not known, it is understood that it will be produced at the Culver City studios.

Incidentally, negotiations between Duell and the Ufa for Miss Gish to play Marguerite in "Faust" are still under way.

Loew Buys Estate

Marcus Loew has purchased the country home of the late Captain Joseph R. de Lamar at Glen Cove, L. I., on which more than $2,000,000 is said to have been expended. Loew will take possession upon his return from California and will occupy it as his year around home.

The estate comprises some sixty acres, fronting on Hempstead harbor.

Semon May Direct

Los Angeles—Larry Semon, who is now making "The Wizard of Oz," for Chadwick may direct his next picture and assign the lead to another player.

"Speed Spook" at Cameo

"The Speed Spook," starring Johnny Hines will play the Cameo the week of Oct. 19.

Is Griffith Free?

Possibility That United Artists Statement May Be Binding as a Contract Upon Him

It is learned that a doubt has arisen in the Griffith organization over the future status of the producer with United Artists.

It will be recalled that early in the Spring, when many reports were in circulation regarding the future of the company, United Artists issued a statement which, on its face, bound the members of the company for a period of three years. When Griffith signed with Famous, it was stated on his behalf that he considered his signature on that document was a favor and not binding upon him.

It is understood, however, that A. H. T. Banzhaf, Griffith's attorney has been studying the situation and that he is not certain but that D. W's name affixed to the pivotal statement might be construed as a legal contract.

Griffith is now finishing "Dawn." He is allowing nothing to interfere with the completion of the picture. As soon as it is through, he will endeavor to ascertain just how he stands.

Warner Conferring in Chicago

(Special to THE FILM DAILY)

Chicago—Harry M. Warner left for the Coast last night, following a two day conference here with Lubliner and Trinz, relative to theater plans involving the Warners.

Discuss Detroit Move

Balaban and Katz Invasion in Kunsky Territory Topic at First National Meeting

(Special to THE FILM DAILY)

Atlantic City—It is understood that the Balaban and Katz Detroit move was discussed at the First National meeting yesterday.

Of course, no one would talk about

(Continued on Page 4)

B. & K. Scouts Out?

Reports reaching New York from Detroit and other Michigan cities yesterday indicated that Balaban and Katz have a number of scouts in the field, making feelers and lining up prospective theaters to join the Balaban and Katz Mid-West Theaters organization which numbers close on to 60 theaters in Illinois.

Oct. 16th, 1924.

Messrs. Price, Waterhouse & Co.,
56 Pine St.,
New York.

Gentlemen;

On June 30th, 1924 I held a second mortgage on certain property of the D. W. Griffith, Inc., located at Mamaroneck, amounting to $50,000.00 which mortgage was due as to principal September 18th, 1924 and is still unpaid. The accrud interest from March 18th, 1924 to June 30th, 1924 would be $850.00.

There is also a first mortgage of $10,000.00 which I hold against certain other Mamaroneck property of the D. W. Griffith Inc. which was due as to principal on July 2nd, 1924 with six months accrud interest amounting to $275.00.

Trusting this answers your request of August 15th fully.

Very truly yours,

R. L. Erb.

8 East 44th St., New York.

October 16, 1924.

Messrs Price, Waterhouse & Co.,
56 Pine St.,
New York.

Gentlemen;

On June 30, 1924 I held a first mortgage on certain property of the D. W. Griffith, Inc., located at Mamaroneck, amounting to $67,500.00 with accrud interest from March 18th, 1924, at the rate of 6%, which up to June 30th 1924 would amount to $1,147.50.

I trust this reply fully covers your request dated August 15, 1924.

Very truly yours,

E E Smathers E

E. E. Smathers.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R. A. POWERS
729 SEVENTH AVE.
NEW YORK

175A

October 16th, 1924.

Albert H. T. Banshaf Esq.,
130 West 42nd St.,
New York City.

Dear Mr. Banshaf,

I was very much surprised to learn from the bank that D. W. Griffith Inc., have not as yet paid the interest of $3066.67 on their demand note for $200,000 which was payable on September 30th.

The bank calls us regularly on this matter and it would be greatly appreciated if you could see that same is taken care of without delay.

Yours very truly,

W. B. Levy

Secretary to Mr. Powers.

L-K

165A

October 16th 1924.

Mr. Robert Biggs,
604 Union Trust Bldg.,
Baltimore, Md.

In re: Estate of Daniel Shay, Dec'd.

Dear Sir:

Our clients, D.W.GRIFFITH INCORPORATED, are very anxious to obtain the money due them in the above-entitled matter and as it has been some time since I last heard from you with relation to the same I would appreciate it if you will let me know by return mail when we may expect to receive payment of the funds on deposit with the Commonwealth Bank.

If there is reason for further delay in the matter, will you kindly advise me thereof so that I may advise my clients why payment is not forthcoming. On the other hand I would appreciate it very much if you would use your best endeavors to obtain prompt payment and send me the check at a very early date.

Thanking you for your courtesy and attention in this matter, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FILM BOARDS OF TRADE

ALBANY, ATLANTA, BOSTON, BUFFALO, BUTTE, CHARLOTTE, CHICAGO, CINCINNATI, CLEVELAND, DALLAS, DENVER, DES MOINES, DETROIT, INDIANAPOLIS, KANSAS CITY, LOS ANGELES, MEMPHIS, MINNEAPOLIS, NEW MILWAUKEE, MINNEAPOLIS, NEW HAVEN, NEW ORLEANS, NEW YORK, OKLAHOMA CITY, OMAHA, PHILADELPHIA, PITTSBURGH, PORTLAND, OR., ST. LOUIS, ST. PAUL, SAN FRANCISCO, SEATTLE, WASHINGTON

523 FIFTH AVENUE
NEW YORK

GABRIEL L. HESS
GENERAL ATTORNEY

95

October 17, 1934.

TO GENERAL COUNSELS OF NATIONAL DISTRIBUTORS

For your information and files, I am sending you enclosed herewith a copy of a censorship ordinance of the City of Greeley, Colorado.

Very truly yours,

G. L. HESS
GENERAL ATTORNEY

GLH:F
ENC.

CITY ORDINANCE IN RE CENSORSHIP, GREELEY, COLORADO

ARTICLE X

#229. Section 3. Board of Censors--Office. There is hereby created a Board of Censors of motion pictures and vaudeville shows, consisting of five members, who shall be appointed by the Mayor and shall hold office for a term of two years and until their successors are appointed and qualified. Whenever a vacancy occurs in the Board, the Board of Censors shall submit to the Mayor a list of five names for each vacancy of persons whom the Board deems qualified and willing to act as members of the Board of Censors. If the Mayor deems any person whose name is so submitted as qualified to act upon the Board of Censors, he shall appoint such person to fill the vacancy occurring therein; otherwise the Mayor may appoint any person whom he deems qualified. The Mayor shall have power to remove from office at any time any or all members of the said Board. All members of the Board of Censors shall serve without pay. The Board of Censors shall immediately upon appointment organize by the election of a chairman and secretary. The Chairman and Secretary of such Board shall perform such duties as shall be designated by the Board of Censors.

#230. Section 4. Powers and Duties of Board. The Board of Censors shall have the right and power to examine and view, prior to the exhibition in public, any motion picture, vaudeville act or show which any licensee hereunder desires or is about to exhibit. All members of the Board shall have free access to view any and all motion picture and vaudeville acts or shows during the process of exhibition. All members of the Board shall have power at any time during business hours to enter and inspect any theatre, public hall, or other place of exhibition of any motion picture, vaudeville act or show, and shall report to the Mayor any such place that has become unsanitary or that the exits thereto are not in good working order, or that is being managed or operated in a manner that is dangerous to the health or safety to the patrons of such place. It shall be the duty of the Board of Censors to maintain a strict censorship on motion pictures and vaudeville acts about to be presented, and shall at all times report to the Mayor any motion picture or vaudeville act or show about to be presented which, in their judgment, shall be immoral, indecent, obscene or lewd, or which shall not in the judgment of the Board, be conducive to the morality or general welfare of the citizens of Greeley.

#231. Duties of Licensee. Section 5. No licensee under this article shall exhibit any immoral, indecent, lewd or obscene motion picture or vaudeville act or show, or which in the opinion of the Board of Censors, shall not be conducive to the morality or general welfare of the citizens of the City of Greeley. It shall be the duty of every licensee hereunder to aid and assist the Board of Censors in performing their duties, and no licensee shall refuse to exhibit any motion picture or vaudeville act to any member of the Board prior to the exhibition of same if requested by the Board of Censors, and no licensee shall refuse any member of the Board free entrance to the place of exhibition of any such motion picture or vaudeville act during the process of exhibition or entrance to the place of exhibition at other reasonable times for the purposes of inspection.

#232. Section 6. Mayor Prohibit Exhibition. The Mayor, if in his opinion such motion picture or vaudeville act or show is improper, indecent, immoral or lewd, or not conducive to the morality or general welfare of the citizens of Greeley, shall suspend and prohibit the exhibition thereof to the citizens of the City of Greeley. The Mayor, if in his opinion the condition of any theatre, motion picture house, public hall or place wherein any motion picture, vaudeville act or show is exhibited has become unsanitary or exits thereto are not in good working order, or that it is being managed or operated in a manner that is dangerous to the health or safety of the patrons of such place, shall have power to prohibit and suspend the operation of such place until all defects therein are remedied.

#234. Section 8. Revocation of License. Any licensee hereunder who fails or refuses to abide by the decision of the Board of Censors or the orders of the Mayor shall have his license revoked by the City Council, and the Mayor is authorized to suspend the operations of any motion picture show, vaudeville act or theatrical performance during the interim between meetings of the City Council.

#235. Section 9. Penalty. Any person violating any of the provisions of this article shall, upon conviction, be fined in a sum not exceeding one hundred dollars.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

MARKS & MARKS
COUNSELLORS AT LAW
COLUMBIA TRUST BUILDING
299 FIFTH AV.
NEW YORK

[illegible]
[illegible]

PHONE FITZROY [illegible]

October 17th, 1924.

Bensinger, Pembleton & Littlick, Esqs.,
130 West 42nd St.,
New York City.

Gentlemen:- ATT. ALBERT H. T. JANSHAF

We herewith return to you the instruments which you forwarded to us under date of October 14th, 1924.

With kind regards,

Yours very truly,

Marks & Marks

BMM/L

October 17, 1924.

Memorandum from Mr Lloyd:

In March, 1921, German Poland was evacuated, losing 17,797 square miles, with a population of 3,853,354.

January 11, 1923, the French General de Goutte entered Essen, in the Ruhr, and took over 1234 square miles, with a population of 4,000,000; thousands were deported.

Germany has lost on the whole 27,275 square miles, with a population of 6,471,581.

In August, 1923, 1,500,000 workingmen were out of employment--without including the Ruhr or the Rhineland--and those on part time were estimated at 4,000,000. The 1,500,000 were for a time given food by the Government. When the Mark collapsed the Government was unable to finance this further, and starvation riots followed. (Has no dates for the food riots)

Mr Lloyd has a telegram from the German Embassy that a number of books and documents are being sent to him.

126

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by J.C.EPPING of the City and State of New York, receipt whereof is hereby acknowledged, it does hereby sell, assign, transfer and set over unto the said J.C.EPPING, his heirs, executors, administrators and assigns, the negative and positive prints of the feature photoplay known by the working title "DAWN" and also all sums of money now due or to become due on account of any contracts,agreements or leases now or hereafter to be made for the leasing, sale, distribution and/or exhibition of said photoplay now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

And the undersigned further agrees to forthwith deliver the negatives and prints of the said photoplay to the said J.C.EPPING at its storage compartment #1 in the fire-proof concrete vault situated on the Studio premises of the undersigned at Orienta Point, Mamaroneck, New York.

The undersigned further agrees that it will forthwith mark or cause to be marked the ledgers and/or any other books of account or records wherein reference is made to the photoplay "DAWN" or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof, a statement in substance as follows:

> "The negative and prints of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof and the proceeds and all moneys received or to be received therefrom are the property of JC. EPPING under an assignment made to said J.C. Epping by D.W.Griffith, Incorporated dated 17 day of October 1924."

It is understood that this assignment is subject to all the terms and conditions of a certain agreement made and entered into by and between DAVID W. GRIFFITH and D.W.GRIFFITH INCORPORATED as parties of the first part and EMPIRE TRUST COMPANY as party of the second part dated July 1st 1924, and also any right, title or interest which the Famous Players-Lasky Corporation may have in and to said photoplay pursuant to a certain agreement dated the 10th day of June, 1924 made and entered into between David W.Griffith and D.W.Griffith Incorporated and Famous Players-Lasky Corporation.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed this 17 day of 8-27 1924.

D.W.GRIFFITH, INCORPORATED,

By _____

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On this day of 1924, before me personally came to me known, who, being by me duly sworn, did depose and say that he resided in the County of , State of New York, that he is the of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by J.C.EPPING of the City and State of New York, receipt whereof is hereby acknowledged, it does hereby sell, assign, transfer and set over unto the said J.C.EPPING, his heirs, executors, administrators and assigns, the negative and positive prints of the feature photoplay known by the working title "DAWN" and also all sums of money now due or to become due on account of any contracts,agreements or leases now or hereafter to be made for the leasing, sale, distribution and/or exhibition of said photoplay now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

And the undersigned further agrees to forthwith deliver the negatives and prints of the said photoplay to the said J.C.EPPING at its storage compartment #1 in the fire-proof concrete vault situated on the Studio premises of the undersigned at Orienta Point, Mamaroneck, New York.

The undersigned further agrees that it will forthwith mark or cause to be marked the ledgers and/or any other books of account or records wherein reference is made to the photoplay "DAWN" or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof, a statement in substance as follows:

> "The negative and prints of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof and the proceeds and all moneys received or to be received therefrom are the property of ~~J.C.~~ EPPING under an assignment made to said ~~J.C. Epping~~ by D.W.Griffith, Incorporated dated day of 1924."

It is understood that this assignment is subject to all the terms and conditions of a certain agreement made and entered into by and between DAVID W. GRIFFITH and D.W.GRIFFITH INCORPORATED as parties of the first part and EMPIRE TRUST COMPANY as party of the second part dated July 1st 1924, and also any right, title or interest which the Famous Players-Lasky Corporation may have in and to said photoplay pursuant to a certain agreement dated the 10th day of June, 1924 made and entered into between David W.Griffith and D.W.Griffith Incorporated and Famous Players-Lasky Corporation.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed this day of 1924.

D.W.GRIFFITH, INCORPORATED.

By _____

CITY, COUNTY AND)
STATE OF NEW YORK.) ss.:

On this day of 1924, before me personally came to me known, who, being by me duly sworn, did depose and say that he resided in the County of , State of New York, that he is the of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

HEA 117

Schlesinger & Schlesinger
Counsellors at Law

[illegible]
[illegible]
TELEPHONE NUMBER [illegible] 1337

National City Bank Building
[illegible]
New York

October 17th, 1924.

Albert H.T. Benshaf, Esq.,
130 West 42nd Street,
New York City.

Dear Sir:- Rai Puana vs. Griffith.

Have you heard from Mr. Griffith's superintendent as yet in respect to the above matter?

Your prompt attention will be appreciated.

Very truly yours,

SCHLESINGER & SCHLESINGER

BY L.B.

LB.

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. BANZHAF, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1194

October 16th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives
The White Rose		7201		
Way Down East		5227		
Birth of a Nation		8504		
Orphans of Storm		1725		
Commercial (Mr.Amey)		2065		
America		1367		
Picture U-8			40768	27994
	0	26089	40768	27994

Positive stock used

Eastman 66857

Negative stock used

Reg. Eastman 27994

October
Eighteenth
1924

Anthony Paul Kelly, Esq.,
216 West 54th Street,
New York City.

Dear Mr Kelly:

In assorting a lot of manuscripts, books, etc., the other day, I came across two copies of "Paul and Virginia." I know one of them belongs to you, because I remember you brought it to Mr Griffith when we were showing "America" at the 44th Street Theatre, and I think possibly the other one also belongs to you. I have left them with Miss Conway, in the New York office. Will you stop to see her at your convenience, and get either or both of the books ?

Yours sincerely,

Personal Representative
of Mr Griffith.

Telephone Number Murray Hill 2-9 0 7 0

Cable Address GASREID, New York

1/0 A

CASCOIGNE, REID AND COMPANY, INC.

INSURANCE

5 EAST 44th STREET

NEW YORK

Oct. 20, 1954

Mr. A. H. T. Samhaf,
130 W. 42nd St.,
New York City.

Dear Mr. Samshaf: Re: Robert G. Austin

Enclosed herewith is copy of letter which we have received from the U. S. Veterans Bureau, which is self-explanatory.

If you will prepare an affidavit which will cover, it will be greatly appreciated by Mrs. Austin and myself.

With kind regards, I am

Very truly yours,

C. J. Reid.

Vice President

CJR:L

GASCOIGNE, REID AND COMPANY, INC.
INSURANCE

101 A

UNITED STATES VETERANS BUREAU

COPY

WASHINGTON

October 16, 1924

In reply refer to:
G.SRS
C-641,408
Robert J. Austin
Yeo. Sc USNRF
LMK:GHF

G. J. Reid, Vice Pres.,
Gascoigne, Reid & Co., Inc.,
60 East 44th Street, New York.

Dear Sir:

Receipt is acknowledged of your letter of October 10, 1924 and contents carefully noted.

The war risk insurance carried by the above captioned former service man appears to have been in the sum of $5,000.00, the beneficiaries thereof in the sum of $2,500.00 each being the father and mother of the deceased.

Affidavits for the purpose of disclosing the physical condition of the ex-service man in accordance with instructions contained in Bureau letter of October 8, 1924, should be the best evidence obtainable. If affidavits of physicians cannot be obtained due to the fact that no physician had examined the above named man for a long period of time, then affidavits should be obtained from people who were in daily contact with Mr. Austin. Upon receipt of this proof, consideration will be given same and the interested parties informed as to the conclusions arrived at.

All future communications with reference to this case should bear the full name, rank and organization of the former service man, and the "C" number C-641,408, as indicated above.

For the Director,

CHARLES E. MULHEARN
Ass't Director in Charge of
Claims & Insurance Service.

317 East 17th St.

N.Y., Oct. 21/24

Dear Mr. Griffith

My thanks for your characteristically kind letter. If I may, I'd like to avail myself of your invitation to come out — on Friday afternoon. Will that suit you? Of course, I'm eager to see the master at work — but even more I shall value sitting at the table with you later and having a real, leisurely, heart-to-heart talk, with you alone.

So please send me another line, suggesting what train I should take etc. etc.

With great regard and cordial regards I am

Sincerely yours

Charles Fleischer

To
David Wark Griffith Esq

Lexington 5197

Franklin 3900

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Paris the 21st.October 1924.

A. DE BRAYER
INGENIEUR CIVIL
6, RUE DE LA PERGOLESE - PARIS

TEL : WAGRAM 07-07

Mr. D.W. GRIFFITH Incorporated
Studios and Laboratories
ORIENTA POINT
MAMARONECK.N.Y.

Dear Sir !

I beg to acknowledge receipt of your letter of the 13th October and regret to inform you that I am not able to send a camera to the states to be submited to your examination - I will send you by next post some samples of views taken with my camera,as well in open air as in studio.

You will be able to see by the results the possibilities realised.

Adding that I am at the entire disposal of any of yours agents in France to take views comparativels with any other cinematographic camera.

I remain Dear Sir,

Yours faithfully,

A. de Brayer

File
Mr Griffith

Sept.21, 1921,

616 Audubon Ave.,
Apt.5E,
New York, N.Y.

Mr. Ashcroft,
Hamaroneck, N.Y.

My dear Mr. Ashcroft:

If convenient, I wish you might 'steal' a moment and drop me a line regarding status of my appointment with Mr. Griffith. It is not my intention to be importunate as Mr. Griffith has always kept his word with be, but with his mind on other things it is unlikely that he will recall the matter unless it is brought to his attention. If without annoyance to him you could contrive to bring up the subject when next you meet I would greatly appreciate it.

Assuring you of my willingness to call at any hour or day you may be instructed to name, I am,

Very sincerely,

Guy Hedlund

October 31st, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of F. A. Powers in the sum of $1953.33.

Your attention has already been called to your default in the terms of your contract with Mr. Powers whereby you were to make payment to him of $20,000 weekly, first of which was due on October 6th, 1924. This default occurred during Mr. Powers' absence in Europe and is still continued.

Therefore, you understand that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligation due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

N. B. Levy

Secretary to Mr. Powers

L-K

C.C. to Albert H.T. Banzhaf Esq.

October
Twenty-second
1 9 2 4

Mr Ranko Jevancvic,
Petrogradska, ul. 11g
Belgrade Yougoslavia.

Dear sir:

Replying to your letter of October eight, regarding your stories, "Her Father's Love," "Romance vs Love," and "The Captured Dancer," I beg to advise you that our records show these manuscripts were returned to the address given on them (Ercegnovi, Boka Kotorska, Yougoslavia) on August 25th.

I trust they have reached you safely by this time.

Yours very truly,

for D. W. GRIFFITH, Inc.

October
Twenty-second
1924

Dr Charles Fleischer,
2517 East Seventeenth Street,
New York City.

Dear Dr Fleischer:

I tried to reach you by telephone at your home and also at the Graphic offices this afternoon, but was unsuccessful at either place. If you can make it convenient, Mr Griffith would prefer that you come to luncheon tomorrow (Friday) and spend as long as you wish with him in the afternoon while he is "shooting." Mr Griffith is rushing to get the picture finished by a scheduled release date, and just as soon as he finishes work in the studio tomorrow he must go to the projection room and have a lot of scenes run off. It is not likely that he will have long for dinner, and therefore thought he would rather have you at luncheon when you would both have more time to talk.

You can take the 12:03 p. m. train from Grand Central. Our bus meets the train at Mamaroneck, and will bring you to the studio. You needn't bother telephoning, unless you cannot come, as we will be on the lookout for you.

Yours respectfully,

Personal Representative
of Mr Griffith.

October
Twenty Two
1 9 2 4

Mr. G. J. Lloyd,
D. W. Griffith, Inc.,
Longacre Building, New York.

Dear Mr. Lloyd:-

We are enclosing herewith our check in amount of $500.00, together with our renewal note in the amount of $1000.00. This is in payment of our note which matures on October 25, in the amount of $1500.00.

We exceedingly regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We assure you of our appreciation of your co-operation in this matter.

Very truly yours,

D.W. GRIFFITH, INC.

TREASURER

RK/H
ENC

October
twenty two
1 9 2 4

Mr. W. Newcombe,
C/o D.W. Griffith, Inc.,
Mamaroneck, N.Y.

Dear Mr. Newcombe:-

Enclosed herewith we are handing you our check in amount of $500.00, in full payment of our note which matures on October 25.

Will you kindly have your bank recall the note which you had discounted?

Yours very truly,

D. W. GRIFFITH, Inc.

Treas.

RK/H
ENC

October
Twenty Two
1 9 2 4

Mr. Wm. J. Bantell,
C/o D.W. Griffith, Inc.,
Mamaroneck, New York.

Dear Mr. Bantell:-

We are enclosing herewith our check in the amount of $300.00, together with our renewal note in the amount of $300.00. This is in payment of our note which matures on October 25th, in the amount of $600.00

We regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We assure you of our appreciation of your co-operation in this matter.

Very truly yours,

D. W. GRIFFITH, INC.

TREASURER

RL/H
ENC.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A COMMUNITY CLUB FOR ALL SEASONS
SUMMER-WINTER BEAUTIFUL
LAKE TAHOE
CONSISTING FOR THREE THOUSAND
INDIVIDually OWNED LODGES

LAKE TAHOE PARK and Country CLUB

CARL S. FR. STERNLOF
BUILDER AND OWNER
1914-15-16 LOEW'S STATE BUILDING
Los Angeles, Cal.

BRANCH OFFICES IN FOLLOWING CITIES IN
CALIFORNIA
ARIZONA AND
NEVADA

October 28, 1924.

Mr. G.M. Conway,
Room 302, Long Acre Bldg.,
New York City.

Dear Mr. Conway:

Enclosed you will find an inquiry from the State Tax Commission of Albany, referring to some of Mr. Griffith's business.

This inquiry landed at the ranch last night, so I am passing it on to you.

With regards,

Very truly yours,

Carl Sternlof

CS/HMF

105 A

ROBERT BIGGS
ATTORNEY AT LAW
904 UNION TRUST BUILDING
BALTIMORE, MARYLAND

October 22, 1924.

Mr. Albert H. T. Banshaf,
130 West 42d Street,
New York City.

Dear Sir:

Your favor of the 16th instant received.

I enclose a carbon copy of a letter just written to Mr. James F. Donlan, which will explain the situation in the matter of the Shay estate.

With kind regards, I remain,

Yours very truly,

Robert Biggs

RB*RG
Enc.

10JA

October 28, 1924.

Mr. James F. Denlon,

218 Montague Street,

Brooklyn, New York.

My dear Sir:

I have just endeavored to get an account stated in the Shay matter and was met with the difficulty that if you take as assignee you will have to pay a collateral inheritance tax of five per cent. to the State of Maryland.

I resisted this deduction, and this morning the court made the suggestion that if you would file an account as creditor the account would be approved and passed by the court, and the entire fund distributed to you in that capacity, thus saving the amount of the tax. I think it is worth while for you to do this, and suggest that you make up a debit account in the usual manner, "Daniel Shay, To D. W. Griffith, Incorporated, Dr., To cash collected by the said Daniel Shay for the use of D. W. Griffith, Incorporated, $-" and then have the account sworn to by the treasurer and a bookkeeper or accountant, each of whom will make affidavit that he knows that the amount was due and owing by Mr. Shay to the corporation.

If you will let me have this account by return mail, I shall have the auditor make the distribution to the corporation immediately and send you a check.

Yours very truly,

RB*RG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y

THE ALLIED ARTISTS CORPORATION, LTD.
[illegible] HARBOUR STREET
LONDON, W. 1

October 22, 1924

Hiram Abrams, Esq.
Allied Artists Corporation, Ltd.
729 Seventh Avenue
NewYork City

Dear Mr. Abrams:

REPORT - WEEK ENDING OCT. 17, 1924

1. Nothing exceptional occurred this week.

2. No changes were made in the personnel.

3. The expenses for the week ended Oct. 17th amounted to £832. 4. 0.

4. The total business from each of the branches amounted to:

Birmingham	£275. 0. 0	
Cardiff	483.19.10	
Glasgow	178. 4. 3	
Leeds	334. 0. 0	
Liverpool	270. 0. 0	
Manchester	456. 0. 0	
Newcastle	6. 0. 0	
Ireland	-	
London	3921. 0. 0	£5,924. 4. 1

Cash collections for the week amounted to £2,694. 17.6

Yours sincerely,

(Signed) M. Silverstone

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

123 Wallace Ave.
Louisville, Ky. Oct. 20, '28.

Miss David M. Griffith,
Jacksonville, Ill.

My dear Miss Griffith,

Having read a number of your very interesting letters to Miss Lillie Griffith, and having heard talk of your wonderful university, I am persuaded that you will, at least, listen with patience to my plea.

The inclosed paper will explain better than I can, what is needed. The graduates of this school (I am one) are asked to raise money enough

to build the dormitory. We are all poor girls and have few friends more wealthy than ourselves. I have struggled since June, and have made up less than fifty dollars

I know that you are deeply interested in your home state, and feel that you will be proud to help in this worthy cause.

"Pure religion and undefiled before God and the Father is this, To visit the fatherless and widows in their affliction, and to keep himself unspotted from the world" James 1:27

I await anxiously

hoping I may have an
favorable reply.
I may look for you on
the 8th proxo.
Yours, Carle E. Cadey

The United States of America,

DISTRICT OF MARYLAND, TO WIT:

The President of the United States of America to the Marshal for the Maryland District, Greeting:

We command you that you [redacted] *summon*

D. W. Suffick, Inc., a corporation,

if *it* *be found in your district, to appear before the Judge of the District Court of the United States for the District of Maryland at the United States Court Room in the City of Baltimore, on the* First Tues- *day of* November *next to answer unto* the Action of Ivor Novelli

and how you shall execute this precept you make known to us in our District Court for the District aforesaid, and have you then and there this writ.

Seal

WITNESS the Honorable MORRIS A. SOPER, Judge of our said District Court, this 23rd *day of* October, *in the year of our Lord one thousand nine hundred and twenty-*four

Issued 23rd *day of* October, 1924

TRUE COPY
TEST:

Arthur L. Spamer
Clerk

Arthur L. Spamer, *Clerk.*

GOVERNMENT PRINTING OFFICE

No. 1186 Law Dec.

Jere Novello

vs.

D. W. Griffith, Inc.
a corporation

Serve on J. Charnier Hall

Copy writ

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

WONDERLY-CUNIO REALTY CO., Inc.
REAL ESTATE AND INVESTMENTS
219 N. E. Second Avenue

Tel. 9250

MIAMI, FLA.,
Oct 23-24

Dear Mr Shippick –

Am happy to receive your reply to my letter of Sept 20th. I am sorry at this time that you cannot avail yourself of the opportunities here.

Since you did not mention the matter I assumed like it closed up. As I feel that I have the man you are in close not sure possible that you would let an act such as I performed for you to go unrewarded. Ten Thousand is not found as easily as that. So I have wondered whether or not you passed on any reward to S. E. Schupp of San Pedro Calif through whom I gave the information. He never mentioned it if you did. If you did not and do not care to I'll consider the incident closed. You will recall that Mr Schupp and I left it open and up to you and handled your $10500.00

P.O. Box 1488

Yours very truly
E. B. Sherane

126

October 28, 1954

Mr. M. Moran
476 Fifth Avenue
New York City

Dear Mr. Moran:

Enclosed you will find affidavit of Melba M. Herzog which has been duly executed before the United States consul at Frankfurt, Germany, relating to the jewelry brought over by Mr. Epping.

Trusting you will find the same in order, and with kind personal regards, I remain

Very truly yours,

TR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE MORNING TELEGRAPH, THURSDAY, OCTOBER 25, 1924.

CONFERENCE OF UNITED ARTISTS' HEADS TO BE HELD IN LOS ANGELES NEXT WEEK

Joseph M. Schenck, Hiram Abrams, Robert Fairbanks, Dennis F. O'Brien, and Others Left Yesterday to Discuss Reorganization Plans.

By SAM COMLY.

The reorganization of United Artists' Corporation, with Joseph M. Schenck as president of the production group and Hiram Abrams heading the distribution division, is predicted as a result of a conference of a majority of the members of the so-called "Big Four," to be held on Monday next in Hollywood.

The statement that Norma Talmadge, now a First National star, following the completion of her present releasing contract, may become a star in the United Artists' group, as substantiated last week by Douglas Fairbanks and published exclusively in The Morning Telegraph, may now be broadened to include Constance Talmadge and Buster Keaton in the light of yesterday's developments.

The various negotiations in which the United Artists' Corporation has figured in the last few weeks, seemed to come to a temporary stop early yesterday morning, following a series of conferences on Tuesday night. Several wires to and from Los Angeles, and several long-distance telephone calls, closed the conferences here and the conferees spent yesterday morning hastily packing trunks, valises, etc., and when the Twentieth Century Limited pulled out of the Grand Central Terminal at 2.39 yesterday afternoon, the following were among those who made up the party:

Joseph M. Schenck, president, Norma and Constance Talmadge Productions and Buster Keaton Productions.

Hiram Abrams, president, United Artists' Corporation.

Robert Fairbanks, brother of Douglas Fairbanks, and the latter's representative.

Dennis F. O'Brien of the New York law firm of O'Brien, Malevinsky & Driscoll, counsel for Mary Pickford.

Edward Loeb, a Los Angeles lawyer, said to be advising Mr. Schenck. Mr. Loeb is also counsel for a chain of theatres in California.

The party expects to reach Los Angeles in time for the first of a series of conferences to begin on Monday.

That definite action will be taken in the Hollywood conference, to be held at Pickfair, the home of Mr. and Mrs. Douglas Fairbanks (Mary Pickford), and at a Los Angeles hotel, is confidently expected by interested parties here.

Regarding the possible reorganization of United Artists' Corporation, Mr. Abrams refused to make any statement yesterday prior to leaving his office, en route to the Grand Central Terminal.

Mr. Schenck has stated, and at his offices in the Loew State Theatre Building this was reiterated, that he has six more pictures to deliver to First National Pictures, Inc., three for Norma and three for Constance, before he will discuss future plans for his two stars. The Buster Keaton feature comedies have still some little time to go through Metro-Goldwyn distribution channels before there will be a disposition of Buster's future pictures.

It was explained yesterday that the conferences in New York had reached a point where direct contact with Douglas Fairbanks, Mary Pickford and Charles Chaplin is necessary in order to continue. Thus, the decision to terminate the conversations here, and resume them in Hollywood, was reached early yesterday morning, and steps taken to proceed to the Coast at once.

At the office of Mr. O'Brien no statement was forthcoming.

Albert H. T. Banzhaf, counsel for D. W. Griffith, said last evening that Mr. Griffith, as a part owner of United Artists' Corporation, is always interested in the welfare of the organization, and arrangements have been made, The Morning Telegraph understands, to keep Mr. Griffith informed of important developments.

When Mr. Banzaf was asked whether Mr. Griffith will deliver future "D. W. Griffith productions" to United Artists, following his delivery next week of the negative and a print of "Dawn," Mr. Banzhaf said:

"That is a matter that will come up for consideration—later."

That the Paramount distributing organization has not been eliminated from consideration in the proposals as they may affect Mr. Schenck's three stars, is stated as a fact by individuals who are well informed.

New Amsterdam
Studios

Oct 14th

Mr. D. W. Griffith
Studios Cal.

Dear Mr Griffith:

You do know how much I have enjoyed working under your direction, but I don't know whether you realize I hope you have been satisfied with my small efforts to please you. I deeply appreciate your kind interest & advice which I know will be of great value to me in the future working for every success for this picture which I feel will be

Yours
Sincerely
Rosemond Rose

I think we can have a drop of "Cutch tea" together sometime in the future.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AUGUSTUS V. HAINS

INSURANCE **REAL ESTATE** APPRAISER

[illegible] EAST BOSTON POST ROAD
TELEPHONE [illegible]

MAMARONECK, NEW YORK

OCT 3 4 1924

Mr. D. M. Griffith
The American Co., Inc.

Dear Sir:

I write to say that I am now figuring up my accounts as Village Tax Collector, preparatory to turning in the 1924 Village Tax Roll on Nov. 1 - 1924. If you care to pay the tax on your Orienta property before that time, I am willing to waive the 5 %. fee, which goes to me as part of my salary, and take same at the original 1 %. fee, as appears on first bills sent.

I appreciate the fact that your Corporation has spent a good many dollars locally, and I don't want it to seem to you that I am trying to get out of you all that I can. After Nov. 1 - 1924, when book is turned in 5 %. penalty will be charged, in addition to a 10 %. interest rate

Very Truly Yours

Augustus V. Hains
Village Collector

come down to the
studio after the
picture is completed.

Sincerely,

Hugh Ramsey Stark

32 Sagamore Place
Pawtucket —
Feb. 27th 1924.

Dear Jim Sheerapt.

You told me
to remind you about
first night tickets
I hope we may have
three. I am writing,
also as you suggested,
to Mr Gray.

Please ask Mr Griffith
if there is not one
down or so, when we may

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JOHN H. CLARKE
President

EVERETT COLBY
Chairman of Executive Committee

GEORGE W. WICHERSHAM
President of Council

THE LEAGUE OF NATIONS NON-PARTISAN ASSOCIATION

1200 CITY TRUST BUILDING
Indianapolis, Indiana

WM. H. SHORT
National Executive Sec'y

F. M. RUST
Indiana State Secretary

Oct. 28, 1924.

Mr. D. W. Griffith,
United Artists,
New York, N. Y.

Dear Mr. Griffith:

I have written an illustrated lecture which I call The Evolution of Democracy. It contains some forty pages of illustrations and as I now feel it is possible to develope this little work into a scenario I am writing you for your suggestions concerning the possibility of my obtaining a copy of your original scenario, The Birth of a Nation. Will you therefore let me know if it is possible for me obtain such copy.

I should be happy to send you a copy of this little book if you care to examine it.

Most sincerely,

F. M. Rust

F. M. Rust

The Object: 1. To make the value of American membership in League and Court known to the people of the United States. 2. To inform regarding League and Court all candidates for the Presidency, the Senate, House of Representatives. Governorship of States and Delegates to National Political Conventions and secure from them pledges of support for American Membership therein.

3. To urge in every possible manner the adhesion of the United States to the permanent Court of International Justice on the basis recommended dy President Harding and Secretary Hughes on February 24th 1923.

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. T. RANSHAW, Secretary
J. G. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1180

October 25th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
The White Rose		2493		
One Exciting Night		11803		
Way Down East		353		
Birth of A Nation		16418		
America		262		
Picture U-8			36427	30224
		31329	36427	30224

Positive stock used

Eastman 67756

Negative stock used

Req. Eastman 30224

121

October 25th 1924.

Mr. Lee Benoist,
Commercial Trust Bldg.,
Baltimore, Md.

Dear Mr. Benoist:

You may have noticed that Ivor Novello is suing us in the U.S. Court at Baltimore and has brought the action there for the reason that Maryland is the domicile of the Griffith Corporation and Novello, not being a citizen, chose your City to bring the action.

Can you tip me off through some of your legal friends as to the condition of the U.S.Court calendar in the Baltimore district as to how soon a case is reached for trial after the same is put on the calendar? I would also appreciate your advice, in case I have to retain Baltimore counsel, as to whom I should retain there.

If you expect to be in the City within a short time please let me know as I would like to have a chat with you.

With kindest regards and best wishes, I remain

Sincerely,

AHTB.GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

189

October 26, 1934

Messrs Brandt & Kirkpatrick
101 Park Avenue
New York City

Attention Miss Lilia Worthington

Gentlemen:

With relation to the assignment of the motion picture rights in the story "Little Fraulein And the Big World", and referring to your letter of August 25th, I am enclosing letter addressed to Miss I.A.R. Wylie, in your care, under date of October 30, 1934.

I assume that you have received from Miss Wylie, by this time, the re-executed assignment as requested in my letter of August 15th to Mr. Kelly, and I would appreciate it if you will send me by return mail such re-executed assignment, so that this matter may be brought to a close. The enclosed letter, of course, is not to be used until we have received such re-executed document.

Very truly yours,

RR:EC
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

105

October 25, 1924

Mr. Robert Biggs
304 Union Trust Bldg.,
Baltimore, Maryland

Dear Sir:

I enclose herewith verified statement of account in the matter of Daniel Shea, deceased, as per your letter to EmilDanlan under date of October 22nd.

I trust that the inclosure will be satisfactory for your purpose, and that I may expect to receive a remittance the early part of next week.

Thanking you for your courteous and attention in the matter, I remain

Very truly yours,

RR:EC
Enc.

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

D. W. GRIFFITH, President
A. L. GREY, Vice President

A. H. F. GANZHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

1054

October 24, 1924

DANIEL SHAY

to

D.W.GRIFFITH, INC., Dr.

- -

To cash collected by Daniel
Shay for the use and account
of D.W.Griffith, Inc., - - - - - - -$1186.71

City, County and)
State of New York)s.s.

J.C.Epping and Raymond Klune, each being by me duly sworn, each for himself deposes and says: that your deponents are residents of the State of New York, and are the treasurer and bookkeeper, respectively of and for said D.W.Griffith, Inc.; that the account as above stated is to their own knowledge, information and belief a true and just account, and is due and still owing from the said Daniel Shay to D.W.Griffith, Inc., and there are no offsets or counterclaims thereto.
Sworn to before me this twenty-)
fourth day of October, 1924)

JCE

RK

October 28, 1924

Cornelius J. Reid
5 East 44th Street
New York City

Dear Reid:

I am enclosing herewith my affidavit together with proposed affidavit for the physician in re Austin matter. You see I left a blank for the physician to write in in long hand what his observation of Austin's physical condition was.

If there is any further data you require, please let me know.

Very truly yours,

AB:EC
Enc

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

- - - - - - - - - - - - - - - - - - - -X

IN RE: G.SES

C-641,406

ROBERT B. AUSTIN

Yes. SeUSNAF

LEE:GHF

- - - - - - - - - - - - - - - - - - - -X

CITY, COUNTY AND }
STATE OF NEW YORK.} SS.:

ALBERT H.T.SANTHAF, being duly sworn deposes and says: that he is an attorney-at-law, duly licensed to practice in the State of New York andhis office is located at #130 W. 42nd Street, Boro of Manhattan, City, County and State of New York; that he resides at #55 Woodbine Avenue, Larchmont, New York; and he further states that he is Secretary and General Counsel for D.W.Griffith, Incorporated, a corporation duly existing under and by virtue of the Laws of the State of Maryland, with an office for the transaction of business in the City of New York; that the affiant as Secretary and as counsel of D.W.Griffith Incorporated, ~~he~~ had been in daily contact - - - with the above-named decedent, ROBERT B. AUSTIN, who departed this life on 1st day of September, 1924, and whose death was caused, ~~by~~ as your affiant is informed and verily believes, by reason of said Austin's efforts to save a man from drowning while bathing at Long Beach, L.I., on the day of September, 1924. The affiant knew said Austin for a period of approximately five years, said Austin having been employed by the Griffith Company during said period, first as an accountant and then as Assistant Treasurer of the said Corporation and that in such capacity of Assistant

Treasurer your affiant had many interviews with said Austin and knew him intimately, and that said Austin, as far as your affiant verily believes, was in good health during said period of employment by the Griffith Company and believes that he was in sound physical condition.

This affidavit is made for the purpose of showing that said Austin was in good physical condition for a long time prior to his death.

Sworn to before me this)
)
day of October, 1924.) _____

- - - - - - - - - - - - - - - - - - - -x

IN RE: G.SEE

C-641,406

ROBERT B. AUSTIN,

Deg. S e UNNRF

LAE:GHF

- -x

CITY, COUNTY AND)
) ss.:
STATE OF NEW YORK.)

being duly sworn, deposes and says, that I am practicing physician duly licensed to practice in the State of New York, that I reside at in the Boro of Manhattan; that as physician I duly examined the above-named decedent, Robert B.Austin, on or about the day of September 1924, and I found his condition to be as follows:

This affidavit is made for the purpose of showing said decedent's physical condition at the time of my examination of said decedent as aforesaid.

Sworn to before me this)
)
day of October, 1924.) _____

TELEPHONE: VANDERBILT 4810

To: D.W. GRIFFITH PRODUCTIONS

OFFICES OF
PRODUCERS SECURITY CORPORATION
516 FIFTH AVENUE
NEW YORK CITY

SUBJECT: THE COUNTRY FLAPPER

DISTRIBUTION:

PERIOD ENDING: 10/25/'24

Exchange Point	Bookings Reported Including 9/27/'24	Bookings For 10/4-25/'24	Total Bookings Including 10/25/'24	Bookings Reported Paid Including 9/27/'24	Bookings Reported Paid 10/4-25/'24	Total Reported Paid Including 10/25	Bookings Not Reported Paid
BALTIMORE	422.50	---	422.50	422.50	---	422.50	---
BOSTON	6,078.62	---	6,078.62	6,078.62	---	6,078.62	---
CHICAGO	535.00	---	535.00	355.00	---	355.00	180.00
CLEVELAND	4,193.50	---	4,193.50	4,158.50	---	4,158.50	35.00
DETROIT	1,833.00	8.00	1,833.00	1,825.00	8.00	1,833.00	---
MILWAUKEE	2,816.49	---	2,816.49	1,923.79	---	1,923.79	892.70
NEW YORK	18,927.25	---	18,927.25	15,900.75	---	15,900.75	3,026.50
OMAHA	1,230.00	---	1,230.00	947.50	---	947.50	282.50
PITTSBURGH	590.00	---	590.00	590.00	---	590.00	---
	38,618.56	8.00	38,626.56	34,201.86	8.00	34,209.86	4,416.70

Miss Campbell,

Will you please check this and return it to me.

Thank you.

Ray

Receipts on Quarterly Stipend
with Gen. Pick on Same

1922	
7/21	2276.76
8/22	1000.
9/4	1351.69
9/30	250.
	4878.45
Gen. Pick	555.00
	4423.05
1923	
5/8	500.
9/8	175.
9/10	175.
9/20	250.
	3523.05
Amt. Ck.	144.
	3379.05 was to date.

MARQUETTE UNIVERSITY MILWAUKEE
MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

317 E. 17 Street
N.Y., Oct. 27/29

Dear Mr. Griffith —

It was an interesting — if rather staccato — visit with you last Friday. Be sure I appreciate your hospitality and your sympathetic reaction to my determination to get constructively into motion Pictures. Your promised letter to Will Hays — and your intention later to speak to the Famous Folks hearten me greatly.

When you ask us out to see the run-off of the finished picture ("Isn't Life Wonderful?") I hope I can have further talk with you. I feel I would be very happy (and fertile and useful) if the Fates finally fixed me at your side.

With cordial greetings, I am

Sincerely yours

Charles Fleischer

PS I thought the enclosed item would at least interest you — and perhaps suggest a theme for some future little picture.

THE CORPORATION TRUST COMPANY

THIRTY SEVEN WALL STREET

NEW YORK

October 27th, 1934.

RE: D. W. GRIFFITH, INC. (MARYLAND)

Albert H. T. Banshaf, Esq.
2 Rector Street,
New York City.

Dear Sir:

We enclose complaint served on Mr. J. Bannister Hall, Jr. the statutory agent of your corporation in the State of Maryland in the case of Ivor Novello versus the above named company, which comes in the United States District Court for the District of Maryland.

The attorneys for the plaintiff are:

Kohlman & Austrian,
27 Cedar Street,
New York.

May we ask you to kindly acknowledge receipt of these documents.

Very truly yours,
THE CORPORATION TRUST COMPANY,

John Hansen, Jr

Assistant Secretary.

FHB:DCH.

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UNITED STATES DISTRICT COURT

DISTRICT OF MARYLAND.

- X

IVOR NOVELLO, :

Plaintiff, :

-against- :

D. W. GRIFFITH, INC., :

Defendant. :

:

- X

The plaintiff by his attorneys, KOHLMAN & AUSTRIAN, Moses Godwell Thelen, sues the defendant and for his Complaint in the above entitled action, respectfully shows and alleges:

FIRST: That at all the times hereinafter mentioned the plaintiff was and still is a subject and resident of Great Britain.

SECOND: That upon information and belief, the defendant was at all the times hereinafter mentioned and still is a corporation duly organized and existing under the Laws of the State of Maryland and is a citizen and resident of the said State of Maryland.

THIRD: That this is a suit of a civil nature wherein there is involved a controversy wholly between a citizen of one of the States of the United States and a subject of Great Britain and wherein the matter and amount in dispute, exclusive of interest and costs, exceeds the sum or value of Three Thousand ($3,000.) Dollars.

FOURTH: That on or about the 27th day of November, 1922, the plaintiff and the defendant entered into

an agreement in writing, a copy of which is annexed hereto as EXHIBIT A, and made a part hereof, wherein and whereby the plaintiff agreed to perform certain services for the defendant as a motion picture actor, and the defendant agreed to engage and employ the plaintiff's services as such motion picture actor.

FIFTH: That under the terms of paragraph "ELEVENTH" of the said contract and agreement hereinbefore set forth and marked EXHIBIT A., annexed hereto and made a part of this complaint, the defendant was granted an option to extend and continue the aforementioned contract for an additional period necessary to complete two additional motion picture plays. That the time specified for the completion of one of the said pictures under the said option, and the commencement of the other of the said motion picture plays was to be within one year from the date of the aforesaid contract, annexed hereto as EXHIBIT A., and the total number of weeks over which the renewed contract was to operate was the period of at least sixteen (16) weeks at the agreed compensation or salary of Seven Hundred ($700.) Dollars per week.

SIXTH: That on or about the 30th day of June, 1923, the defendant duly notified the plaintiff in writing that it exercised its option for the plaintiff's services pursuant to the agreement hereinbefore set forth and made a part hereof as EXHIBIT A.

SEVENTH: By virtue of the exercise of the said option, the contract heretofore mentioned in paragraph "FOURTH" of the Complaint herein, and annexed hereto as

EXHIBIT A, was continued in all its terms and provisions for the additional periods hereinbefore set forth, and the plaintiff became obligated to perform certain services for the defendant as a motion picture actor in the production of two motion picture photoplays and the defendant became obligated to accept such services and to compensate the plaintiff therefor at the rate of Seven Hundred ($700.) Dollars per week for a period of not less than sixteen (16) weeks.

EIGHTH: Plaintiff has been and was at all times ready and willing, at the times and places appointed in the said agreement, to perform each and every part of the agreement on his part to be performed.

NINTH: Plaintiff has duly performed all the conditions on his part to be performed.

TENTH: Defendant has wholly failed to perform said agreement and has broken, repudiated and terminated said contract.

ELEVENTH: By reason of the premises the plaintiff has been damaged in the sum of Eleven Thousand Two Hundred ($11,200.) Dollars.

WHEREFORE, the plaintiff demands judgment against the defendant in the sum of Eleven Thousand Two Hundred ($11,200.) Dollars, with interest from the 7th day of September, 1923, together with the costs and disbursements of this action.

Manly Gorrell Turell

KOHLMAN & AUSTRIAN,
Attorneys for Plaintiff,
Office & P.O. Address:
27 Cedar Street,
Borough of Manhattan,
New York City.

UNITED STATES OF AMERICA
DISTRICT OF MARYLAND } ss.:

CARL J. AUSTRIAN, being duly sworn, deposes and says: that he is a member of the firm of KOHLMAN & AUSTRIAN, attorneys for the plaintiff herein; that he has read the foregoing Complaint and knows the contents thereof; that the same is true to his own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true; that the reason why this Complaint is verified by deponent and not by the plaintiff is that the plaintiff is at present residing in the City of London, England, and is not within the jurisdiction of this Court; that the sources of deponent's information and the grounds of his belief are correspondence had with the plaintiff and examination of various correspondence and cables had between the plaintiff and defendant and personal conversations had with the plaintiff.

Carl J. Austrian

Sworn to before me this
22d day of October, 1924.

Anna W. Bernstein
ANNA W. BERNSTEIN
Notary Public, New York
County No. 187, Register's No. 5015
Commission expires March 30, 1925

(Seal)

"EXHIBIT A."

AGREEMENT made and entered into this 27th day of November, 1922, by and between D. W. GRIFFITH, INCORPORATED, duly organized under the laws of the State of Maryland, and duly authorized to transact business in the State of New York, party of the first part, hereinafter for convenience sake called the "Corporation", and IVOR NOVELLO, of the City, County and State of New York, party of the second part, hereinafter for convenience sake called the "Artist."

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the sum of One ($1.00) dollar, lawful money of the United States of America, by each of the parties hereto paid to the other party, receipt whereof is hereby mutually acknowledged, and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

FIRST: The Corporation hereby engages and employs the Artist as a motion picture actor to act, play, pose, perform, and take part in motion picture rehearsals, acts, parts, scenes, settings, roles and plays as ordered by the Corporation at the Studio or Studios of the Corporation at Mamaroneck, New York, or on designated locations, or at any other place required by the Corporation, such employment to begin on the Artist's arrival in New York, N.Y. (to be not later than the 20th day of December 1922) and to continue for such time as may be necessary for the Corporation to fully complete the production of a motion picture photoplay, for the agreed weekly salary of Five hundred ($500.)

dollars per week for the period aforesaid, which the Corporation guarantees shall be a period of not less than eight (8) consecutive weeks, subject, however, to the terms, conditions, and reservations as hereinafter more fully provided.

SECOND: The Artist accepts said employment and promises and agrees to so act, play, pose, perform and take part in the manufacture and production of motion pictures by the Corporation as herein called for for the compensation above mentioned, and as hereinafter more fully provided. The Artist shall attend daily during the established working hours for the performance of his duties herein required at the Studio or Studios of the Corporation or on location or other place in this Country or abroad. No excuse from work, duties, or attendance at the Studio or on location, or other place as required hereby shall be good or sufficient, except it be in writing, signed by an authorized agent of the Corporation, and in no event shall a written excuse be good for an absence of more than one day. Inclement weather shall be no excuse for non-attendance hereunder.

THIRD: The Artist agrees to abide by, obey and perform any and all orders, requests, communications, rules and regulations of the Corporation. His method, manner and way of acting and performing shall at all times be conducted and carried out to the satisfaction of the Corporation as required by its President.

FOURTH: The Artist agrees that during the life of this contract all his talents and services shall be exclusively devoted to the use and benefit of the Corporation,

and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of these motion pictures in which he takes part. It is understood and acknowledged by both parties hereto that the Artist's services, talents and abilities as a motion picture actor which the Corporation hereby contracts to use to the fullest measure in his work hereunder for the benefit of the Corporation are excellent, rare, unique, uncommon and of peculiar and extraordinary nature and of great value to the Corporation and that these talents, services and abilities cannot be replaced by the Corporation.

FIFTH: It is further understood and agreed that during the continuance of this contract and for any extension thereof the Artist will not in America perform, act, play or take part in any rehearsals, plays, acts or scenes for motion pictures or perform any other services for any other person, firm or corporation, and he promises and agrees to and with the Corporation that he will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsal, manufacture or production of motion pictures, theatricals, or other forms of public entertainment except for the Corporation as provided for herein, without the written consent of the Corporation first had and obtained.

SIXTH: It is agreed by the parties hereto that during the term hereof all the time, services, talents and abilities and energies of the Artist belong to the Corporation.

SEVENTH: It is further agreed that if the Artist should breach this contract and enter or threaten to enter the employ of another, then, in that event, it is hereby agreed that the Corporation may apply to any Court of competent jurisdiction for an injunction restraining the Artist from so doing, and the Artist hereby consents to the issuance of such an injunction and agrees not to contest the same.

EIGHTH: The Artist shall provide at his own expense all modern wardrobe necessary to properly dress for parts in which he may be cast as directed and instructed by the Corporation, except as otherwise agreed upon. The Corporation shall provide at its own expense all costuming for the Artist, and the Corporation shall be the sole judge as to what clothes are modern and what clothes are costuming.

NINTH: The Corporation shall not be liable to pay the Artist for any day when he may be absent on account of sickness or other disability.

TENTH: The Artist agrees to render the services herein mentioned for the Corporation, its successors and assigns, and/or such firm or corporation as shall be designated by the Corporation's President, and all the rights and obligations of said Corporation herein shall inure to the benefit of and be binding on its successors or assigns, and/or on any such firm or corporation that the said President of the Corporation may designate.

ELEVENTH: It is further understood and agreed that the Corporation may have the privilege, and the Artist

does hereby grant to the Corporation the privilege of an option continuing this contract for an additional period necessary to complete two additional motion picture photoplays, the completion of one and the commencement of the other of said two motion picture photoplays, as notified by the Corporation, shall be within one year from the date of this agreement, at a weekly salary of Seven hundred ($700.) dollars per week, but only during the term of production of said pictures as hereinafter provided, payable weekly by the Corporation to the Artist. The Artist does hereby further grant to the Corporation the privilege of an option continuing this contract for an additional period necessary to complete two motion picture photoplays in addition to those hereinbefore mentioned, the completion of one and the commencement of the other, as notified by the Corporation, of said two motion picture photoplays to be within one year from the date of the first public exhibition in New York City of the second motion picture photoplay mentioned in this paragraph, at a weekly salary of Eight Hundred ($800.) dollars per week, but only during the term of production of said pictures as hereinafter provided, payable weekly by the Corporation to the Artist. The Artist does hereby further grant to the Corporation the privilege of an option continuing this contract for an additional period necessary to complete two additional motion picture photoplays, the completion of one of which and the commencement of the other, as notified by the Corporation, of said two motion picture photoplays to be within one year from the date of the first public exhibition in New York City of the second motion picture of the last aforementioned pictures, at a weekly salary of One Thousand ($1000.) Dollars per week, but only during the term of production of said pictures as hereinafter

provided, payable weekly by the Corporation tothe Artist.

It is mutually understood and agreed that the various weekly salaries mentioned in this paragraph in accordance with the terms hereof shall commence upon the beginning, as may be designated and fixed by the Corporation, of each of said motion picture photoplays, and shall terminate upon the completion of each of said motion picture photoplays mentioned in this agreement as notified by the Corporation, and the Corporation hereby agrees that the period of each employment of the Artist under the terms of this agreement shall not be less than eight consecutive weeks per motion picture photoplay, provided in each instance that its said option be exercised.

If the Corporation desires to continue this contract for said further or additional periods as hereinabove provided, it shall notify the said Artist in each instance of that fact in writing at least thirty (30) days after the notice of termination of each employment in accordance with this agreement, and by such notice this said contract shall be continued in all its terms and provisions for said additional periods. If said notice is not given, the Corporation shall hereby forfeit its privilege and option to so continue the life thereof, and this contract shall terminate.

TWELFTH: The Artist grants to the Corporation the privilege of advertising the said Artist in connection with the motion picture photoplays in which he appears.

FOURTEENTH: It is further understood and agreed by and between the parties hereof that this agreement is to be construed in accordance with the laws of the State of New York.

FOURTEENTH: The Artist hereby agrees that any and all notices to be given to him in accordance with this agreement shall be addressed to him at c/o Madame Novello-Davies, 18, E. 67th Street, New York, N.Y.

FIFTEENTH: It is further mutually understood and agreed that in the event that the Artist may be required to report and give his services for the purpose of what is commonly termed "re-takes" in the industry, after the completion of any of the motion picture photoplays in which the Artist may appear in accordance with this agreement, the Artist shall be paid for such services at a per diem rate in accordance with the weekly salary which he may have received during the production of the motion picture photoplay for which said "re-takes" are required.

IN WITNESS HEREOF, the said party of the first part has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, and the said party of the second part has hereunto set his hand and seal the day and year first above written.

(Signed) D. W. GRIFFITH, INCORPORATED.

By Albert W. Grey, Vic-Pres.

pp. IVOR NOVELLO.

Lee Ephraim.

TRUE COPY
TEST:
Austin L. Spaner
Clerk

State of
County of } ss.:

_____, being duly sworn deposes and says: That is the named in the foregoing . That has read the same and knows the contents thereof; that the same is true of own knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters believes it to be true.

Sworn to before me this
day of 192 . }

UNITED STATES OF AMERICA
DISTRICT OF } ss:

_____ being duly sworn deposes and says:-That he is the petitioner named in the foregoing petition. That he has read the same and knows the contents thereof; that the same is true according to the best of his knowledge, information and belief.

Sworn to before me this
day of 192

Index No. Year 195

UNITED STATES DISTRICT COURT

DISTRICT OF MARYLAND

No. 1862 Law

IVOR HOVELIQ,

Plaintiff,

-against-

D. A. GRIFFITH INC.,

Defendant.

(COPY)

COMPLAINT

KOHLMAN & AUSTRIAN

ATTORNEYS FOR

27 CEDAR STREET

NEW YORK

Due and timely service of

the within is

hereby admitted

Dated,

Attorney for

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

485 FIFTH AVENUE
NEW YORK CITY

MURRAY HILL 8300
CABLE ADDRESS PARAMOUNT

PRODUCTION DEPARTMENT
OFFICE OF WALTER F WANGER
GENERAL MANAGER

October 27th
1924

Mr. D.W. Griffith,
1476 Broadway,
New York.

Dear Mr. Griffith:-

Mr. Gilbert Miller, General Manager of the Charles Frohman organization, would like to present to your attention Miss Muriel Hope, as you can see by the enclosed letter.

Will you be good enough to let me know when it will be convenient for you to see her.

Very best regards.

Sincerely yours,

Walter Wanger

WW.MK
w

OFFICES OF
Charles Frohman, Inc.
EMPIRE THEATRE
Broadway and 40th Street
Center Festival, New York
Telephone Pennsylvania 1810

October 25, 1924.

My dear Walter:

I wonder if you would be good enough to give a letter of introduction to D. W. Griffith to an English actress, Miss Muriel Hope. She is a character type with a most interesting personality; the sort of woman a director like Griffith might just happen to fancy.

Thanking you in advance, I am

Yours sincerely,

Gilbert Miller.

Walter Wanger, Esq.,
Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrs
Night Message	Nmt
Night Letter	N L

If none of these three symbols appears after the address, this is a telegram. Otherwise its character is indicated by the symbol appearing after the date.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlrs
Night Message	Nmt
Night Letter	N L

If none of these three symbols appears after the address, this is a telegram. Otherwise its character is indicated by the symbol appearing after the date.

RECEIVED AT 498 MAIN ST., NEW ROCHELLE, N. Y.

1193

3FY FHP 32 NL 14 EXTRA

NEWYORK NY OCT 28 1924

Mr Aitkyoff
135
Wa Park
4038a

D W GRIFFITH

PERSONAL ORIENTA POINT MAMARONECK NY

MY LIFE WAS A FILM YOUR FILMS ARE LIVES DAVID

GRIFFITH I CANNOT FIND THE FINISH OF MY LIFE FILM

TELL ME HOW TO FIND IT I MUST SEE AND TALK TO YOU TODAY

YOU WILL KNOW ALL

BARON WILLY SEBASTIAN GROSTE

1049 PARK AVE NEWYORK FONE BUTTERFIELD 4938 716A OCT 29 1924

179

October 28th 1924.

Mr. Fulton Brylawski,
Jenifer Building,
Washington, D.C.

Dear Mr. Brylawski:

I enclose copy of letter under date of October 27th received from Producers Distributing Corporation with relation to the picture "HIS DARLING SELF" which we desire to have copyrighted in the name of G & H Pictures Corporation, a New York Corporation, having its office at Room 1107,1476 Broadway, New York.

Will you kindly get in touch with Mr. Falkner as suggested in the enclosure and complete the registration at your early convenience.

Very truly yours,

R/G DM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 8th 1924.

Miss I.A.R.Wylie,
c/o Brandt & Kirkpatrick,
151 Park Avenue,
New York City.

Dear Madam:

At the suggestion of Mr. Kelly, I am enclosing herewith agreement in relation to the motion picture rights to the story entitled "THE LITTLE FRAULEIN AND THE BIG WORLD" which is to be re-executed by you.

In order to have this instrument in proper order it will be necessary that the same be acknowledged by you before a U.S.Consul, in the Country in which youare at present residing.

After you have executed the enclosed instrument send the same to me so that I may have the instrument properly recorded in the office of the Register of Copyright.

Thanking you for your prompt attention to this matter, I remain

Very truly yours,

R/GDM
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
THEO. H. SMITH F. L. LEGGETT
J. V. WALSHE H. D. BARNES
J. V. THAYER E. W. SMITH
F. J. FULLER R. A. BRUNTON
ROGER SHUTTLEWORTH
W. FERGUSSON, VICE PRES. & SEC.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUSCO

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

60 BROADWAY

NEW YORK

October 26, 1934.

J. G. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that we have received from the United Artists Corporation, checks aggregating $15,000, which amount we have applied on account of your loan with us.

Very truly yours,

Assistant Secretary.

WHS:MC
Banking

October 30, 1934

Arthur L. Spanger
Clerk United States District Court
Baltimore, Maryland

Dear Sir:

We have received by mail copy of a Writ to answer in the case of Ivor Novello vs. D. W. Griffith, Inc., at your court, on the first Tuesday of November next, this process together with the complaint having been served upon our Baltimore representative on October 24th last.

Will you kindly advise me by wire collect whether it will be necessary for us to file a written answer on the first Tuesday, in your office, or whether a notice of appearance must be filed at such time, and also the length of time from the date of service of the complaint in which we have to answer. Will you also kindly mail me copy of your wire for confirmation.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AB:EC

MUSEUM OF MODERN ART FILM LIBRARY

G U F .

October 28th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

Your attention has already been called to your default in the terms of your contract with Mr. Powers whereby you were to make payment to him of $20,000 weekly the first of which was due on October 6th, 1924. This default occurred during Mr. Powers' absence in Europe and is still continued.

Therefore, you understand that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligation due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

L-K

Secretary to Mr. Powers

C.C. To Albert H. T. Banzhaf Esq.

Brock.

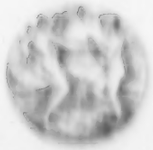
GUSTAV BROCK

TEL. MORNINGSIDE

880 RIVERSIDE DRIVE

NEW YORK

October 26' 1924.



File

D. W. Griffith Esq.
Orienta Point
Mamaroneck, N. Y.

Dear Sir.

Learning that you are finishing work on your picture " Isn't Life Wonderful " I hope that the time is appropriate for me to bring my exeptional fine handcolorwork back in your memory in case you have any need for colloreffects in the picture.

I had some time ago the privilege of showing my demonstration-reel to you, and you expressed great satisfaction in my work, and expressed your willigness to entrust to me to color the next picture, where an effectful colloring is needed.

I have for more than two years done all the work for Fox Film CO. and Cosmopolitan Corporation, and many other Companies have discovered, that my artistic education and all the successes I have had as an artist make me the unquestionable leader in this field.

After seing the handcoloring in the picture " The White Rose" and the flag in"America" I am convinced, that you will welcome the opportunity to have an expert to do the work on your next picture, to make it perfect in every respect.

Yours very truly

Gustav Brock.

" The finishing touch of refinement on an elaborate production is the handcoloring by BROCK. "

D. M. GRIFFITH, ESQ.

10/28/24

REPORT AND ACCOUNTS

* * * * *

JUNE 30, 1924

PRICE, WATERHOUSE & CO.

56 PINE STREET

NEW YORK

Price, Waterhouse & Co.
CERTIFIED PUBLIC ACCOUNTANTS
GREAT BRITAIN

CONTINENTAL EUROPE ETC.
PRICE WATERHOUSE & CO.
SOUTH AMERICA
PRICE WATERHOUSE & CO.
GREAT BRITAIN
W. B. PEAT & CO.

AS FOR REPLY

NEW YORK October 22, 1924

Mr. J. G. Bagley, Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York, N. Y.

Dear Sir:-

In accordance with instructions received from Assistant Treasurer Austin during your absence, we have made an examination of the books and accounts of your company for the six months ending June 30, 1924. We have now completed the examination and submit our report thereon together with the following exhibits:

Exhibit I - Balance sheet as at June 30, 1924

" II - Statement of profit and loss for the six months ending that date

SCOPE OF AUDIT

During the course of our visits to the studio we examined all vouchers on file, verified the postings to the general ledger, and the footings of the cash books and voucher register for the entire period. We also verified the production income received by comparing the cash receipts shown by the books with the weekly reports of the distributors. While it was not practicable to verify in detail all transactions, tests of the postings to subsidiary records were made and these indicated that the records were correctly kept. We also made tests of the studio laboratory operations and checked the amounts of film reported as issued from stock and used, as well as the purchases thereof in verification of the inventory of raw stock on hand.

OCT 27 1924

The results of our examination and such information relative to the statements submitted as appears to be of interest, are contained in the following report:

PROFIT AND LOSS

Exhibit 12 shows in considerable detail the results of operations for the six months under review.

The loss of $334,631.82 is arrived at as follows:

Excess of picture costs charged off over income thereon		$ 66,250.12
Depreciation on plant and equipment	251,427.77	
Miscellaneous expenses	55,161.00	
		106,588.77
Unproductive expense not absorbed in cost of film		42,412.90
Interest and commission on borrowed money		103,367.95
		$338,619.74
Less - Cash surrender value of life insurance policies and miscellaneous income		3,987.92
Net loss for the six months		$334,631.82

The excess of picture costs charged off over income as above is distributable to the individual pictures as follows:

	Gross income	Costs written off	Gross profit or loss
America:			
Rental income	$ 2,915.55		$ 2,915.55
Exploitation	480,966.83	$480,966.83	
The White Rose	143,278.57	294,633.29	151,354.72
One Exciting Night	41,892.72	51,124.13	9,231.41
Orphans of the Storm	49,413.73	50,979.51	1,565.78
Way Down East	63,353.83	6,363.38	56,990.45
Dream Street	9,305.97	708.41	8,597.56
Love Flower	7,374.97	740.94	6,634.03
Broken Blossoms	724.54		724.54
Hearts of the World	39.66		39.66
	$799,266.37	$885,516.49	$ 66,250.12

The excess of costs over income with respect to Orphans of the Storm, One Exciting Night, and The White Rose was occasioned by the fact that because of the falling off of income on these pictures, the officials found it necessary to charge off amounts substantially in excess of their original estimates. The excess charged off over the original estimate for the period of six months ending June 30, 1924, was approximately $141,000.00 in the case of The White Rose and $83,000.00 in the case of One Exciting Night. Orphans of the Storm having been released over two years is entirely charged off.

The remaining pictures listed above have all been written off and no further direct charges other than replacements should be expected.

A summary of the amount charged for interest and commission follows:

Interest on:-		
Trade acceptances, notes issued for trade accounts, etc.	$ 4,670.83	
Bank loans	13,902.69	
Other loans	6,561.75	
Mortgages	7,511.33	
Personal accounts	2,378.57	
		$ 35,025.14
Commission:-		
Bonus charged for loan of $200,000.00 from Mr. P. A. Powers	$50,000.00	
Commissions paid in respect of Way Down East:		
To Mr. Elmer D. Clifton	2,500.00	
On rentals in excess of a fixed aggregate	11,422.81	
Sundry	4,420.00	
		68,342.81
		$103,367.95

The charge for bad debts includes the following items all past due and considered by the officers of the corporation to be uncollectible:

Allied Artists, 1924 Lithograph bills	28,269.70
Ideal Films Ltd., December 1923	496.46
O'Donnell Films Co., January 1923	6.50
M. H. Stearns, December 1923	43.25
H. Goodman, February 1923	9.00
Typhoon Film, October 1923	50.00
Transocean Film, August 1923	214.50
Sea Film, April 1923	15.40
Theatre contingent fund, Ryan	45.00
Leo Benolst, account receivable debit balance	50.00
	$3,269.90

BALANCE SHEET

During the six months to June 30, 1924, there was a net reduction in value of fixed assets amounting to $490.60, the details of which were classified on the books as follows:

Miscellaneous equipment purchased	$1,754.50
Furniture and fixtures purchased	435.90
	$2,190.40
Less - Lumber sold and used in production	2,680.00
Net reduction	$ 490.60

Vouchers examined by us indicated that the charges to fixed assets as above, were properly capitalized.

Depreciation was provided at the following rates:

10%	per annum on the	administration building
5%	do	new studio and laboratory
5%	do	sprinkler system
10%	do	studio equipment
25%	do	autos and trucks
10%	do	furniture and fixtures
25%	do	props, wardrobe and scenery

At June 30, 1924, the fixed assets were insured against fire for approximately $660,000.00. In addition to this we note that Mr. D. W. Griffith's residence and contents are insured for $16,500.00, the policies being payable to Mr. Griffith in person. The building used as a residence is the property of D. W. Griffith, Inc., and the company therefore should

be the beneficiary of the $7,500.00 policy thereon. The ownership of the contents, insured for $9,000.00, should determine the beneficiary of the policy covering the contents.

CASH SURRENDER VALUE ON LIFE INSURANCE POLICIES:

The cash surrender values of the insurance policies covering the life of Mr. David W. Griffith, were verified by certificates received from the insurers.

Insurance on the life of Mr. Griffith is in the total amount of $500,000.00 and all policies were examined by us except that of the Travelers for $150,000.00. The Travelers policy is on deposit with the Central Union Trust Co. as collateral on a loan. We were informed that as soon as this policy is released, the company would be named as beneficiary thereunder to conform to Article Seven of the Certificate of Incorporation, which provides that the entire $500,000.00 insurance on Mr. Griffith's life be in the name of the corporation as beneficiary.

INVENTORIES:

The values carried forward for released film are as follows:

One Exciting Night	$ 49,962.24
The White Rose	205,421.39
Six pictures written off to nominal value of $1.00 each	6.00
As per balance sheet	$255,389.63

The above values for One Exciting Night and The White Rose are based on estimates made by the officials and their correctness depends entirely on the future income received from these pictures. The following summary of income received from these two pictures shows that after the first six months income has fallen off rapidly and it is quite possible that additional amounts will have to be written off in each case to amortize cost over the earning life:

	One Hundred Nights (Released Dec.1923)	The White Rose (Released Sept.1923)
Six months ending:		
December 31, 1923	$224,000.00	
June 30, 1924	434,000.00	
December 31, 1923	79,000.00	$374,000.00
June 30, 1924	41,000.00	143,000.00

The inventory of unreleased film comprises the cost to date of America, a summary of which is as follows:

Production costs		$ 812,854.17
Positive prints		34,529.00
Exploitation cost for music, posters, heralds and sundry supplies, also Mr. Griffith's salary amounting to $54,000.00 and overhead of $15,141.04		145,6[illegible]8.26
Exploitation cost, representing results of road shows, viz:		
Gross income	$485,966.63	
Less - Total expenses	637,97[illegible].72	
Excess of expenses		157,[illegible]3.09
Total, per balance sheet		$1,152,969.32

Properly approved vouchers were examined in support of the details of cost shown above, with the exception of $491,703.28 of the road show expenses which were not audited by us.

Work in process covers the preliminary cost of Dawn (U.S.), a new picture on which actual production was not commenced until July 1924.

In connection with the inventory of raw film we made tests of the footage issued from the stock room as compared with the footage accounted for in the laboratory completed work reports. We found that as noted in our report dated June 28, 1924, large amounts of negative stock issued to cameramen are not accounted for and it is again urged that cameramen account in detail for all negative film withdrawn by them. Aside from this, our tests were in the main satisfactory, but we have suggested that the details be inquired into more often by your organization in order that information on important matters such as waste be available within a reasonable time. We were informed that more satisfactory results are expected in this respect under the direction of the new laboratory superintendent.

During the six months to June 30, 1924, the additions to the cost of American Eve film were as follows:

Negative	174,061 feet @ 7¢	$12,184.27
Positive (samples)	244,240 feet @ 6¢	14,654.40
Total		$26,838.67

ACCOUNTS RECEIVABLE:

The amount charged to Al Jolson under this caption is involved in legal proceedings recently instituted and we are informed by your secretary, Mr. Banshaf, that the settlement thereof will require an extended period of time.

The G. & H. Corporation, we were informed, is owned or controlled by your vice-president, Mr. Grey, and was formed for the purpose of completing the picture, His Darker Self. The amount shown in the balance sheet as owing by this company represents expenditures made by D. W. Griffith, Inc. to complete the picture and is recoverable only from the earnings of the picture. As stated in our report of June 28, 1924, on the accounts as at December 31, 1923, your contract with the G. & H. Corporation provides that such advances for cost of production as were made directly by them up to $65,000.00, together with interest thereon, be reimbursed first from the receipts of the picture, after which the amounts expended by the company could be reimbursed. According to the distributors' reports the receipts available for these purposes amounted to $30,428.35 for the fourteen weeks to June 28, 1924 and $37,940.29 for the nineteen weeks to August 2, 1924, all of which apparently has been turned over to the G. & H. Corporation.

We were informed that no reports have been received from the G. & H. Corporation showing the amounts expended by them in the production of the picture; such reports should be obtained so that it can be determined when the production costs advanced by the G. & H. Corporation have been reimbursed and the receipts should be turned over to D. W. Griffith, Inc. Judging from the

length of time the picture has been distributed and the amount of income earned to August 2, 1924, the full collection of the account appears to be doubtful.

A further amount included in accounts receivable is due from the G. & H. Corporation by reason of cash advances made to that corporation as follows:

October 1923	$4,000.00
February 1924	4,630.00
	$8,630.00

The amount advanced as above is carried on the books among the accounts receivable and we were unable to ascertain the consideration for which the advances were made and whether repayment is to be made with or without interest. We are informed that full information can be obtained only from your vice-president, Mr. Grey, who at the time of our audit was in Europe.

Because of the absence of Mr. Grey, we are also unable to obtain confirmation of the following amounts charged against him on the books of D. W. Griffith, Inc. and included in the attached balance sheet in the amount shown as owing by officers and employees:

Contingent fund, balance unaccounted for	$1,143.00
Balance due on sundry advances and miscellaneous charges	1,648.63
Unallowed discount on Gimbel Bros. bill of December 31, 1920	376.13
	$3,167.76

CASH:

A summary of the cash is as follows:

In banks, verified by means of certificates obtained from the depositaries	$15,279.94
Payroll fund verified by means of certificate obtained from depositary	950.00
Petty cash fund counted on August 2, 1924	250.00
Laboratory petty cash counted on August 26, 1924	100.00
Construction petty cash not verified	100.00
	$16,679.94

DEFERRED CHARGES:

The amounts carried forward as deferred charges are properly chargeable to future operations and represent prepaid insurance premiums:

On insurance policies covering buildings, machinery, etc.	$6,674.93
On the life of D. W. Griffith	7,353.00
	$13,027.93

MORTGAGES:

The mortgages outstanding at June 30, 1924 as confirmed by the holders thereof are:

A. A. Smithers &Co:		
Instalment due September 15, 1923, but extended, as we are informed, to September 15, 1924	$50,000.00	
Instalment due September 15, 1924	17,500.00	
		$ 67,500.00
M. L. Erb:		
5½% due July 2, 1924	$10,000.00	
6½% due September 15, 1924	50,000.00	
Unpaid instalment on easement	1,800.00	
		61,800.00
		$129,300.00

LOANS FROM BANKS:

Loans were confirmed by banks as follows:

Central Union Trust Company:		
Demand	$395,000.00	
"	50,000.00	
No written confirmation received but verbal confirmation given to our representative		$445,000.00
First National Bank, Mamaroneck Confirmed by letter		2,000.00
		$447,000.00

By an agreement authorized at a special meeting held on October 18, 1923, as detailed in our report of June 28, 1924, six pictures, $150,000. on life insurance, and the deeds to all real property at Mamaroneck were pledged as security for the Central Union Trust Company loan.

The First National Bank, Mamaroneck, informed us that they held 300 shares of United Artists stock as security for the loan from them.

Loans from others comprise:

D. W. Griffith	$ 4,000.00
Florence Lipping	97,000.00
L. Gaudet	13,000.00
F. A. Powers	60,000.00
	$214,750.00

The loan from Mr. F. A. Powers is secured by the same collateral, (with the exception of the life insurance policy of $20,000.00) as is pledged to the Central Union Trust Loan above, Mr. Powers' interest being subject to the prior lien of the Trust Company. This loan was authorized at a meeting held January 24, 1924.

At a meeting held April 3, 1924, authority was given whereby the following collateral was pledged as security to the Florence Lipping Loan:

Stories:
Twinkletoes
The White Slave

Released pictures:
Broken Blossoms
Hearts of the World

NOTES GIVEN FOR PAYROLLS AND SUNDRIES,
TRADE ACCEPTANCES AND ACCOUNTS PAYABLE:

In the past it has been the practice to issue trade acceptances to creditors but in the period under review many notes at 6% also were issued. The records do not clearly show those liabilities for which notes or trade acceptances were given and for that reason these liabilities and other unpaid accounts are merged in one account on the balance sheet.

The company retains copies of notes given and from these records it would appear that included in the total shown in the balance sheet are 6% notes aggregating $153,595.12, of which approximately $97,000.00 were confirmed by correspondence. Although an accurate computation of the accrued interest on these notes is a difficult matter, owing to the condition of the records, we made an approximate calculation of $600.00 as the requirement for this purpose, and for this a reserve has been provided.

The total liability shown under this caption also includes $877,[illegible].00 owing to distributors as follows:

Net amount paid in advance on account of company's share of film income from pictures currently distributed as shown by statements from the distributors	$ 68,[illegible].64
Additional share of film income with respect to prior years allowed distributors	96,[illegible].38
Advance on America to be released on program in September 1924	1[illegible],[illegible]4.48
Total	$877,[illegible].38

The balance of this account, viz. $168,575.69, represents unpaid bills and accruals, and includes such trade acceptances as have been issued and possibly some notes in addition to those mentioned above.

All other liabilities at June 30, 1924, as disclosed by our examination were properly included in the accounts and we obtained a certificate from the treasurer to the effect that all ascertainable liabilities at June 30, 1924, were properly recorded on the books as at that date.

Owing to the resignation of the former assistant treasurer, the absence of the treasurer and the reduction of the office staff at the studio, it has been impossible for the bookkeeper to provide all the records and information usually at our disposal and much additional work on our part was therefore necessary.

Yours very truly,

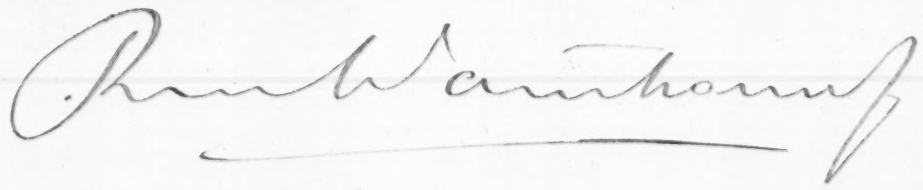


EXHIBIT I

D. W. G R I F F I T H, I N C.

BALANCE SHEET — JUNE 30, 1924

(Accompanying report of Price, Waterhouse & Co. dated October 20, 1924)

Assets

FIXED ASSETS:-			
Real estate and appurtenances, studio and sundry equipment, props, wardrobe and scenery:			
At June 30, 1920, per appraisal of the Costs and Burchard Co.	$1,406,600.00		
Additions since that date at cost	133,042.62		
	$1,619,642.62		
Less - Amount reserved for depreciation	289,105.78	$1,330,736.84	
GOODWILL, CONTRACTS WITH STARS, ETC.		802,863.83	
INVESTMENTS AS VALUED BY D. W. GRIFFITH		35,000.00	
CASH SURRENDER VALUE OF POLICIES ON LIFE OF D. W. GRIFFITH		22,326.60	
INVENTORIES (Pledged as security to loan, per contra):-			
Released film and prints (as determined by officials)		$ 255,389.63	
Unreleased film:			
America - cost of production and prints	$850,383.17		
" - cost of exploitation	302,606.15	1,152,989.32	
In process		9,765.11	
Raw film		2,144.30	
Scenarios		45,600.00	1,465,888.36
ACCOUNTS RECEIVABLE:			
Al Jolson (in litigation)		$ 71,696.22	
G. & H. Corporation (recoverable only from rental income on picture His Darker Self)		32,059.24	
Officers and employees		4,747.68	
Sundries		4,883.21	113,386.35
CASH			16,679.94
DEFERRED CHARGES TO FUTURE OPERATIONS			13,027.93
ORGANIZATION EXPENSE, less amount written off			44,091.67
Total assets			$3,844,001.52
DEFICIT:			
Balance, January 1, 1924		$ 738,797.92	
Add - Loss for the six months ending June 30, 1924, as per annexed account		334,631.82	1,073,429.74
			$4,917,431.26

Liabilities

MORTGAGES	$ 189,300.00
LOANS FROM BANKS: Secured by and payable from receipts from released film, and by unreleased film America, also by assignment of policy on life of D. W. Griffith and by the assignment of D. W. Griffith's account with the corporation	447,000.00
LOANS FROM OTHERS: Secured as above subject to prior lien of banks	311,750.00
NOTES GIVEN FOR PAYROLLS AND SUNDRIES, TRADE ACCEPTANCES AND ACCOUNTS PAYABLE	600,004.19
D. W. GRIFFITH	111,377.32
RESERVE FOR CONTINGENCIES	34,800.00
CAPITAL STOCK:- Represented by:	
121,693 shares Class A stock of no par value (125,000 shares authorized)	
375,000 shares Class B stock of no par value	3,283,199.75
	$4,917,431.26

OCT 28 1924

EXHIBIT 11

D. W. GRIFFITH, INC.

STATEMENT OF PROFIT AND LOSS

FOR THE SIX MONTHS ENDING JUNE 30, 1924

* * * * *

Income			$799,266.37
General expenses:			
Miscellaneous		$ 16,[illegible].49	
Loss on operation of laboratory		4,865.73	
Loss on operation of restaurant		3,992.27	
Revenue stamps and taxes		769.23	
Sundry taxes		2,491.94	
Bad debts		3,269.90	
Insurance		23,912.44	
Depreciation of -			
Administration building	$ 5,000.00		
Studio and laboratory	10,706.69		
Sprinkler system	1,227.90		
Studio equipment	11,163.78		
Automobiles and trucks	3,108.36		
Furniture and fixtures	471.04		
Props, wardrobe and scenery	19,750.00	51,427.77	
			106,588.77
			$692,677.60
Production costs not absorbed in cost of film:			
Unproductive expense			42,412.90
			$650,264.70
Interest and commissions paid			103,367.95
			$546,896.75
Road show expenses charged against exploitation income:			
Total expenses $637,970.72 (of which $491,708.28 were not audited by Price, Waterhouse & Co.) balance of $157,003.89 added to exploitation cost America			480,966.83
			$ 65,929.92
Deduct - Costs of production and prints written off by company against income:			
The White Rose		$294,633.29	
One Exciting Night		51,124.13	
Orphans of the Storm		50,979.51	
Way Down East		6,363.38	
Dream Street		708.41	
Love Flower		740.94	
			404,549.66
			$338,619.74
Add:			
Cash surrender value of policies on life of D. W. Griffith		$ 3,840.85	
Miscellaneous income		147.07	
			3,987.92
Loss for the six months ending June 30, 1924			$334,631.82

OCT 28 1924

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The time used in the date line on full rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at 1924 OCT 29 PM 10 44

SC 127 12G NL V69

HOLLYWOOD CALIF 29

ALBERT H T BANZHAF

BUSH TERMINAL BLDG WEST 42 ST NEWYORK NY

OWNERS HERE INSTRUCT YOU TO CALL IMMEDIATE MEETING OF THE BOARD OF DIRECTORS AND PASS NECESSARY RESOLUTION ADMITTING JOSEPH M SCHENCK WITH NORMA TALMADGE PICTURES TO MEMBERSHIP IN UNITED STOP SCHENCK TO SUBSCRIBE THE SAME AMOUNT OF PREFERRED STOCK AS PRESENT OWNERS AND PAY SAME AMOUNT INTO TREASURY AS EACH HAS PAID AND TO HAVE SAME VOTING POWER IN COMMON STOCK AS EACH OF THE OTHER OWNERS STOP AMEND

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is standard time.

Received at SHEET 3/51

BYLAWS TO INCREASE MEMBERSHIP OF BOARD OF DIRECTORS FROM FIVE TO SIX ELECTING SCHENCK TO BE SIXTH MEMBER OBRIEN AND I AS DIRECTORS EXPRESS OUR APPROVAL OF SUCH ACTION TELEGRAPH US AS SOON AS THIS HAPPENS KINDLY SHOW THIS TELEGRAM TO CLEARY AND BURKAN AS AUTHORITY FOR THEM TO ACT REGARDS

HIRAM ABRAMS.

116A

D. W. GRIFFITH STUDIO

Inter-Office Message

To J. J. Epping,

Date October 22, 1924.

From James K. Ashcraft,

Reply to

Mr Griffith would like you to look into this, and let him know if either of the young men ever received anything for his services. Mr Griffith feels that something should have been given in acknowledgment of the favor.

Griffith Terrace

Please make all replies on back of this memorandum

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. F. MARSHAF, Secretary
J. C. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

October 29th 1924.

Messrs. Louis Silvers & Cesare Sodero,
New York City,
N.Y.

Dear Sirs:

This letter will confirm our understanding had with relation to the musical score to be compiled by you for our production entitled "ISN'T LIFE WONDERFUL":

You agree to furnish us on or before the 23rd day of November, 1924 with a complete musical score to consist of a full set of orchestrations for not less than eighteen (18) pieces for the above-entitled photoplay production, together with one (1) complete manuscript of such orchestrations and parts.

You further agree to pay and be responsible for all arranging, changes or copying in connection with the said orchestrations that may be deemed necessary by us and you further warrant that the score completed by you and no part thereof will be an infringement upon any copyright musical composition and you agree to hold us harmless from any or all damages which we may be caused to suffer by reason of any infringement contained in said orchestrations to be compiled by you of any copyrighted musical composition or compositions.

(to be paid in full by November, 23rd 1924)
We agree to pay you the sum of Five thousand ($5,000.) Dollars/as agreed, which sum is to be in full payment of any and all services rendered by you or your agents or employees in connection with the said orchestration, and in consideration of your warranty against infringement as above stated, we will agree to have the said complete score printed by Richmond-Robbins Incorporated, of New York, reserving, however, unto ourselves the right to have the said musical score printed by any other printers generally printing musical compositions, providing that the price for the printing of 150 complete sets of said musical score (each set to consist of 18 pieces) shall not exceed Three thousand ($3,000.) Dollars and provided we can get the same copyright advantages from said printer selected by us as aforesaid, as you could get from the said Richmond-Robbins Inc. Said printing of scores, however, to be done at our expense and cost.

It is understood that the sum of Five thousand ($5,000.) Dollars hereinbefore agreed to be paid to you shall be in complete and full payment for the musical score of 18 pieces above-mentioned and includes any and all charges due or which may accrue to you of any nature whatsoever for the compiling or changing of said musical score and the manuscript thereof:

You will kindly sign this letter as your acceptance of the terms thereof.

Louis Silvers.

Cesare Sodero

Very truly yours,
D.W.GRIFFITH INCORPORATED

Justification for Ordering Production of S.(1)

189

October 30th 1924.

Miss I. M. Wylie,
c/o Brandt & Kirkpatrick,
101 Park Avenue,
New York City.

Dear Madam:

We are enclosing a duplicate copy of the agreement relating to the story "THE LITTLE PRAYER IN THE BIG WORLD" which was inadvertently omitted in our letter of yesterday in which we enclosed the original. The enclosure of course you may retain for your files.

You will also notice that Paragraph "Eighth" of the re-written agreement is a new clause inserted for the purpose of prosecuting copyright infringements, and which we trust you will find satisfactory.

Mr. Kelly has stated that the letter dated October 20th sent you recently should provide for payment of the first $4,000. of gross rec ipts payable to you after the picture has grossed $800,000. instead of, as stated in the letter, after the Griffith Corporation has received gross revenues on that sum. We will have another letter executed and forwarded to you in the course of a few days covering the change as above.

Very truly yours,

R/GDM
Enc.

October
Twenty-Ninth
1924

Mrs Hazel Menzies Hatch,
458 Lafayette Place,
Greenwich, Conn.

Dear Mrs Hatch:

I have your note regarding tickets for the premiere of Mr Griffith's new picture. I am afraid there is going to be none such. Mr Griffith is considering starting it right off in one of the motion picture theatres--it is not a big picture. However, if we should have the first engagement in a legitimate Broadway theatre, I shall be glad to remember that you want seats for the opening performance.

With best wishes, believe me

Sincerely yours,

Personal Representative
of Mr Griffith.

October
Twenty-Ninth
1 9 2 4

Guy Hedlund, Esq.,
9412 Audubon Avenue,
New York City.

Dear Mr Hedlund:

Mr Griffith is so very busy finishing his picture, which is supposed to be released the last week in November, that I am unable to make an engagement for him to see you just now. It is very likely that we will be in town a good bit after that, and Mr Griffith suggests that you telephone the New York office for an appointment.

I am returning herewith the old letter of yours, as requested.

Yours respectfully,

Personal Representative
of Mr Griffith.

TELEPHONE
BRYANT 7784

J. C. BARNETT
PRESIDENT AND GENERAL MANAGER

CABLE ADDRESS:
"BARNEFILM"
CODES: A. B. C. 5TH EDITION
BENTLEY

THE BRITISH & CONTINENTAL TRADING CO., INC.

145 WEST 45TH STREET
NEW YORK

22

Rat

October 29, 1924.

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City.

Gentlemen: Att. of Foreign Dept.

Holland

1500-

Enclosed we hand you two separate checks for $1500.00 and $274.62 in payment of royalty for Holland and one print on the subject, ONE EXCITING NIGHT.

Kindly acknowledge receipt and oblige,

Very truly yours,

THE BRITISH & CONTINENTAL TRADING CO. Inc.

J. C. Barnett.
President.

Enclosures
JCB/MB

Total to Date 99803.39

M.

M.

October
Twenty-Ninth
1924

Will H. Hays, Esq., President,
Motion Picture Producers Association,
5522 Fifth Avenue,
New York City.

Dear Mr Hays:

I understand that Dr Charles Fleischer has written you for an interview. I have known Dr Fleischer for some time--and I know him to be a very brilliant and earnest man--and I am sure you would find it worth your while at least to grant him the interview.

With best wishes, believe me

Yours sincerely,

October
Twenty-Ninth
1 9 2 4

Dr Charles Fleischer,
2317 East 17th Street,
New York City.

Dear Dr Fleischer:

Mr Griffith wants me to tell you that he enjoyed your letter of yesterday; that he is not answering it himself because he is too busy with the picture; and that he has written to Mr Hays as he promised you.

Yours respectfully,

Personal Representative
of Mr Griffith.

FEDERAL SECURITIES CORPORATION

231 SOUTH LA SALLE STREET

CHICAGO

October twenty-ninth
42 24

D. W. Griffith, Inc.,
New York, N. Y.

Gentlemen:

I would like very much to find out what you consider the ability of Mae Marsh as an actress, and also whether she has any "screen value". I was referred to you by your Chicago office who were unable to give me this information, and will appreciate hearing from you provided it is not too much trouble to ascertain this.

Very truly yours,

Paul Wilder

Paul Wilder
H

POSTAL TELEGRAPH - COMMERCIAL CABLES

Class of Service Desired	
Fast Telegram	4
Day Letter	
Night Telegram	
Night Letter	

The rate and code in force at the time of delivery shall govern the charge to be collected in the United States.

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Reference Number

Check

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to. Form 6

VA 136

OCTOBER 30 1924

DENNIS F OBRIEN
CARE PICKFORD FAIRBANKS STUDIO
HOLLYWOOD CALIFORNIA

RECEIVED ABRAMS WIRE BURKAN WISHES CONFIRMATION FROM CHAPLIN IS WIRING CHAPLIN FOR SAME HAVE HIM RUSH REPLY SHALL CLEARY AND I OUTVOTE BURKAN IF NECESSARY SHOW ~~TOX~~ ABRAMS

BANZHAF

charge Banzhaf 130 W 42nd Street

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

CABLEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

20Dbl.— DESIGN PATENT No. 40529

185NYCO 822P 19 VIA HX.

PARIS OCT 30 1924

LCD GREYGRIF

NEWYORK (S W GRIFFITH ROOM 303 1476 BWAY)

Mr Grey advised not to send

SEND ONE PRINT JUDITH ALLIED ARTISTS LONDON AND ONE UNITED ARTISTS PARIS SOON AS POSSIBLE.

GREY

~~[illegible]~~ 1 of Kermani's

To Paris direct or through

Shipped on 11/19/24

(Grete Smith)

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

October
Thirtieth
1 9 2 4

Jay Chapman, Esq.,
Editor, The Story World,
6263 Hollywood Boulevard,
Hollywood, California.

Dear Mr Chapman:

Permit me to acknowledge and express my appreciation of the testimonial of Story World which was delivered to me at the studio a few days ago. Will you also convey my sincere thanks to Messrs Van Loan and La Due.

I only hope that I may be worthy of the sentiment so beautifully expressed in this testimonial, but, in any event, I can assure you that such acts as this are an inspiration and encouragement in the work we are all trying so hard to do.

Sincerely yours,

October
Thirtieth
1 9 2 4

A. de Brayer, Esq.,
22 Rue De La Populiere,
Paris, France.

Dear sir:

Your letter of June eleventh was received during Mr Griffith's absence in Germany. Since his return to the studio he has been so extremely busy endeavoring to complete a picture within the contracted time of release that he has, unfortunately, delayed the consideration of the subject mentioned in your letter.

The development of a camera or apparatus which will increase efficiency in the photographing of moving objects is a subject in which Mr Griffith has long been interested, and to which, with his practical knowledge of the camera, he has been able to give much thought and study. He has discussed your letter and the statement accompanying it with his staff of cameramen, and they are all of the opinion that, as interestingly as you have written, unfortunately you have not given sufficient details which would enable them to determine the absolute practicability of your invention.

Would it be possible for you to furnish more complete information; or, better still, could you send a camera or apparatus to Mr Griffith, at the studio, for his investigation and inspection ?

Awaiting your response, I beg to remain

Yours respectfully,

James M. Ashcraft,
Personal Representative
of Mr Griffith.

October
Thirtieth
1924

Mrs Cecil H. Bailey,
#122 Bellaire Avenue,
Louisville, Kentucky.

Dear Mrs Bailey:

Replying to your letter of October 23d, I regret to advise you that the demands upon Mr Griffith at this time are so great that he is unable to contribute to the cause you mention, which he very much regrets.

Yours respectfully,

Personal Representative
of Mr Griffith.

October 30, 1934

Corporation Trust Company
4108 DuPont Bldg.,
Wilmington, Delaware

Dears Sirs:

Beg to advise that we have received from your New York office a writ and complaint in re Ivor Novello against D. W. Griffith, Inc., which process, I understand, was served on our Resident Director October 24.

The writ is apparently returnable the first Tuesday of November next before judge of the District Court of the United States for the district of Maryland at the United States court room in the city of Baltimore. Will you kindly advise me by wire collect if it is necessary for us to file an answer or a notice of appearance on said date in said court, and if so will you have your legal representative appear for us on such date and ask leave to answer in due course. The legal attorneys in Baltimore who appeared for the plaintiff are Menby, Donnell and Williams or some such firm name, their names having been written in in longhand in such form that it is impossible to correctly dicipher the same.

Thanking you for your prompt attention in this matter, I remain

Very truly yours,

ERNST, FOX & CANE
COUNSELLORS AT LAW
[illegible] WEST [illegible] STREET
NEW YORK
[illegible]
[illegible]
[illegible]
TELEPHONE [illegible]

183

October [illegible] th, 1924.

Re: "One Exciting Night."

D.W. Griffith, Esq.,
D.W.Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Griffith:-

The amount collected to date by me for my client, Samuel K. Jacobs, is $98,303.38 and your office tells me that the additional $1500. for Holland will be paid in a day or so.

Under your guaranty that $125,000. would be in hand by this date, or in default thereof, that you would pay the difference to Mr. Jacobs, there is due to Mr. Jacobs from you at this time, assuming the $1500. is received, the sum of $25,196.62, for which I would like your check.

Very truly yours,

Dave Fox

DJF:R

ERNST, FOX & CANE
COUNSELLORS at LAW
[illegible] West [illegible] Street
New York

October [illegible]th, 1934.

Re: "One Exciting Night."

Albert A. Grey, Esq.,
% D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Grey:-

The amount collected to date by me for my client, Samuel K. Jacobs, is $98,303.38 and your office tells me that the additional $1500. for Holland will be paid in a day or so.

Under your guaranty that $125,000. would be in hand by this date, or in default thereof, that you would pay the difference to Mr. Jacobs, there is due to Mr. Jacobs from you at this time, assuming the $1500. is received, the sum of $25,196.62, for which I would like your check.

Very truly yours,

DJF:R

97.1

LARRIN, RATHBONE & PERRY

CABLE ADDRESS LARTERLY NEW YORK

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY L. POOR
ALBERT STICKNEY
HERBERT BOSWORTH
NICHOLAS BELLEY
DONALD S. MUNTEMAN
STEWART M. BETHOUR
T. J. P. MARTIN
JAMES L. BARNS, JR.

Central Union Trust Company Building

10 Broadway, New York

October 30, 1934.

Mr. A.H.T. Banshaf,
150 West 42nd Street,
New York City.

Dear Banshaf:

Will you please endeavor to expedite the delivery of the assignments of "DAWN" to the Trust Company and Mr. Powers.

Very truly yours,

DCM/MF

SAENGER AMUSEMENT CO., INC.

General Offices: Tulane Ave. and Liberty St.

New Orleans, La.

J. H. Saenger, Pres.
A. H. Saenger, Vice-Pres.
J. V. Richards, Jr., Vice-Pres.
L. M. Sam, Treas.
H. H. Gueringer, Asst. Sec. Treas.
E. M. Gleason, Sec.

J. V. RICHARDS, JR.,
Vice Pres. & Gen. Mgr.

October 31,1924.

Mr. D. W. Griffith,
Mamaroneck, N. Y.

Dear Mr. Griffith:

We are opening our two (2) new theaters,- one at Texarkana, Tex. and the other at Pine Bluff,Ark., on November 17th and 18th respectively,with your production, "AMERICA."

Will you be kind enough to send a night letter on the night of November 16th to Mr. Arthur Hardin, Manager,Saenger Theater, Texarkana, Tex., and Mr.C.E.O'Donnell, Manager,Best Theater, Pine Bluff,Ark.,congratulating us on our enterprise in building $500,000 theaters in both towns, as well as a good boost for "AMERICA."

We hope your duties will permit your coming down our way this winter.

With best personal regards from all of us,

I am,

Very cordially yours,
SAENGER AMUSEMENT CO.INC.,

Maurice F. Barr

MFB;HRB

Maurice F. Barr,
Supervising Manager,
NEW ORLEANS THEATERS.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SB20 36 NITE

LOSANGELES CALIF 30

1924 OCT 31 AM 12 28

ALBERT H T BANZHAF

BUSH TERMINAL BLDG WEST 42 ST NEWYORK NY

CHARLIE IS WIRING NATHAN NECESSARY CONFIRMATION TO HOLD MEETING AND ELEC SCHENCK STOP MEETING TODAY VERY SATISFACTORY CHARLIE IS IN ACCORD WITH OTHERS SUBJECT TO HIS CONFERRING WITH NATHAN REGARDING SAME REGARDS

DENNIS F O BRIEN.

Robert
12 of 16
22, 60

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

CLASS OF SERVICE DESIRED	
Fast Telegram	
Day Letter	X
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

Receiver's Number

Check

Time Filed

Standard Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 4

OCTOBER 31 1924

DENNIS F O'BRIEN
CARE PICKFORD FAIRBANKS STUDIO
HOLLYWOOD CALIFORNIA

DIRECTORS CONVENED AT TWELVE NOON TODAY AMENDED BYLAWS INCREASING BOARD TO SIX ELECTED MR SCHENCK DIRECTOR WITH SAME RIGHTS ON BEHALF HIS COMPANY SUBSCRIBE FOR PREFERRED STOCK ACCORDING TERMS OF ORIGINAL AGREEMENT BETWEEN FOUR ARTISTS ALSO RIGHT TO CONVERT STOCK ON SAME TERMS STOP WE WILL NOT GIVE STATEMENT PRESS LEAVING MATTER ENTIRELY YOUR HANDS REGARDS

BANZHAF

charge Banzhaf 130 W 42nd Street

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

TELEGRAMS TO ALL AMERICA — CABLEGRAMS TO ALL THE WORLD

THE MACKAY SYSTEM — POSTAL TELEGRAPH — COMMERCIAL CABLES — THE PULSE OF THE WORLD

CLASS OF SERVICE DESIRED	
Fast Telegram	
Day Letter	X
Night Telegram	
Night Letter	

The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

Receiver's Number

Check

Time Filed

Standard Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 2

October 31st 1924

PIPER CAREY AND HALL
CALVERT BUILDING
BALTIMORE MARYLAND

PLEASE NOTE APPEARANCE AND GET EXTENSION OF TIME TO ANSWER IN NOVELLO AGAINST GRIFFITH WHICH WRIT WAS SERVED ON BANNISTER HALL RETURNABLE FIRST TUESDAY NOVEMBER LETTER FOLLOWS

BANZHAF

Charge Banzhaf 130 W 42nd Street

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Received at 1450 Broadway, New York ALWAYS OPEN

D135N PN 17 COLLECT

BALTIMORE MD 315PM OCT 31 1924

ALBERT H T BANZHAF

130 WEST 42 ST NEWYORK NY

NOT NECESSARY TO NOTE APPEARANCE OR ANSWER IN NOVELLO AGAINST GRIFFITH UNTIL FIRST TUESDAY IN DECEMBER

PIPER CAREY AND HALL

343PM

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 1450 Broadway, New York ALWAYS OPEN

D58N PN 23 1 EXTRA COLLECT

BALTIMORE MD 1208PM OCT 31 1924

ALBERT H T BANZHOF

ATTORNEY AT LAW CARE BANZHOF & PEMBLETON 130 WEST 42 ST NEWYORK NY

APPEARANCE SHOULD BE ENTERED IN NOVELLO VERSUS GRIFFITH ON NOVEMBER FIFTH AND PLEASE MUST BE FILED BEFORE FIRST TUESDAY IN DECEMBER

ARTHUR L SPAMER

CLERK

1227PM

178

October 31st 1924.

Messrs. Piper, Carey & Hall,
Culvert Building,
Baltimore, Md.

Dear Sirs:

We are sending you copy of letter which was forwarded to the Wilmington office by mistake.

We have this day wired you as per enclosed copy of telegram.

Trust you will advise us fully relative to the procedure in this matter.

Very truly yours,

AHTB/GDM

Encs.

Office of the Clerk
District Court of the United States
District of Maryland

Baltimore, October 31, 1934.

Albert H. T. Banshaf, Esq.,
Attorney At Law,
c/o Banshaf & Pembleton,
130 W. 42nd St., New York City.

Dear Sir:

I wish to confirm my telegram of today advising "Appearance should be entered in Novello versus Griffith on November fifth and pleas must be filed before first Tuesday in December"

Under our rules of Court when a defendant is summoned and no appearance is entered for such defendant on the date after the return day, the Clerk is directed to enter the personal appearance of the defendant, and the case will proceed as if an appearance had been entered therein. Our rules also require that the defendant when summoned, file his plea before the next return day, succeeding that to which he is summoned.

Trusting this is clear to you, I remain

Yours very truly,

Clerk.

CWZ:MCS

STATEMENT

CABLE "SULKA, LONDON" — LEAD NUMBERS 1906

1706

H. Sulka & Company

SHIRTMAKERS AND HABERDASHERS

LONDON
67 OLD BOND STREET
CABLE "SULKA" LONDON

NEW YORK
512 FIFTH AVENUE
TELEPHONE: LONGACRE 5080

PARIS
6 RUE DE CASTIGLIONE
CABLE "SULKA" PARIS

Mr D. W. Griffiths, NEW YORK Oct.31,1924.
Hotel Astor,
City.

TO BILL RENDERED

Sept.			126	00		

C O P Y

October 31st
19 24

D. W. Griffith, Inc.
1107 Longacre Building
New York City

Attention Mr. P. W. Campbell

Gentlemen:

We are enclosing correspondence from our Far East office relative to the intent of the World International Film Company to bring a damage suit against us for $5000 for inserting an article in the papers to the effect that we had the sole rights to WAY DOWN EAST and ORPHANS OF THE STORM for Java.

At the time this article was inserted early last April we had not been advised that these pictures had been sold for Java and consequently Mr. Pierson, having received the pictures with no special instructions, naturally assumed that we had the rights in all of the Far East territory.

When the matter first came up we were advised by the Griffith office that the pictures had not been sold for Java and accordingly cabled Mr. Pierson to that effect. Subsequently we were advised that the pictures had been sold for this territory. We then cabled Mr. Pierson to withhold the sale of the pictures.

Mr. Banzhaf, upon examining the contract made between the Griffith Company and McCarthy & Mitchell, found that the pictures were sold for Holland but did not include its possessions.

Your office advised Mr. Banzhaf that even though this contract did not actually include Java nevertheless, due to the fact of some concession made by McCarthy & Mitchell to the Griffith Company in the matter of a sale including BROKEN BLOSSOMS for Germany, it would be better to overlook the mistake and call the matter square.

It appears that McCarthy&Mitchell must have sold these two pictures to a Mr. Bowles, who in turn sold them to the World International Film Company.

Will you please give this matter your attention at the earliest opportunity and advise us what action we should take.

Very truly yours,
UNITED ARTISTS CORPORATION

MSS:P

Foreign Sales Manager

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

125A

At a Special Meeting of the Board of Directors of UNITED ARTISTS CORPORATION, held at the office of Nathan Burkan, 71461 Broadway, Boro of Manhattan, City of New York, on Friday, October, 31st 1924, at 12 o'clock noon.

PRESENT: NATHAN BURKAN
MAURICE O'BRIEN
-and-
ALBERT H.T.RAMSHAF,

constituting a majority of the Board of Directors.

In the absence of Mr. Abrams and Mr. O'Brien, Mr. Nathan Burkan acted as Chairman.

Mr. Ramshaf read to the meeting a copy of the telegram under date of October 30th 1924 calling this meeting and then stated that the same had been sent to all directors on the same date and that the meeting was called pursuant to telegrams received from Messrs. Abrams and O'Brien in California, requesting the same, in which telegrams they requested that the Board convene and amend the By-Laws so that there be six directors instead of five, as at present, and that Mr. Joseph M. Schenck be elected as the additional director , and that Mr. Joseph M. Schenck on behalf of the Norma Talmadge Pictures Company be entitled to subscribe for the same amount of preferred stock of the United Artists Corporation and receive the same allotment of common stock as the present stockholder-members of the United Artists Corporation have subscribed for and are entitled to receive.

After discussion the following resolutions were unanimously adopted:

RESOLVED, that Article IV, Section 13, of the By-Laws be and the same hereby is amended to read as follows:

SECTION 13: Number of Directors. The number of directors of this Corporation shall be six.

FURTHER RESOLVED, that Mr. Joseph M. Schenck be and he hereby is elected a director to complete the membership of the Board of Directors created by the amendment of the By-Laws from five members to six members as aforesaid.

BE IT FURTHER RESOLVED that Mr. Joseph M. Schenck, representing the Norma Talmadge Pictures Company, or other individual, firm or Corporation which may be producing pictures known as Norma Talmadge Pictures be and he hereby is permitted to subscribe for 1,000 shares of Preferred stock as the stockholder members of this Corporation, and also to receive Common stock of the Corporation to the same extent as said stockholder/members of this Corporation are entitled to receive, pursuant to the terms of their agreement with United Artists Corp. + subscribe for and

Mr. Banshaf then stated that he might be called to the Coast and it would be advisable to appoint an Assistant Secretary to sign checks and papers on behalf of the Corporation in his absence.

Thereupon, the following resolution was unanimously adopted:

BE IT RESOLVED that F.A.Beach be and he hereby is appointed Assistant Secretary of the United Artists Corporation to hold office until further notice and that said Beach as Assistant Secretary be and he hereby is authorized to sign all checks, drafts, notes or other obligations of the Corporation in conjunction with the President or Vice-President, Treasurer and/or Secretary until further ordered by the Board, and that a copy of this resolution be certified by the Secretary and presented to all Banks in which this Corporation may have funds on deposit.

There being no further business before this meeting the same was duly adjourned.

.....

D. W. GRIFFITH STUDIO

Inter-Office Message

To _____ Date _____

From _____ Reply to _____

DEFERRED RATE

November 1, 1924.

Ivor Novello,
#85 Aldwych,
London.

Hope you can see way to accept terms of settlement offered We are rather straightened for ready cash at present Knowing you as I do am sure you will prefer this friendly arrangement rather than unpleasant litigation Sincerely

D. W. Griffith

Charge to D. W. Griffith, Inc .,
#1107 Longacre Building,

Please make all replies on back of this memorandum

D. W. GRIFFITH STUDIO

Inter-Office Message

To _____ Date _____

From _____ Reply to _____

DEFERRED RATE

November 1, 1924.

Grey
Mangif
London

Banzhaf has made offer of settlement to Novello of eight thousand dollars Four thousand to be paid in three months two thousand in four months balance two thousand in five months stop Think well you have friendly talk with Novello and endeavor get this arrangement accepted or best terms How is everything otherwise Kindest regards

D. W. Griffith

Charge to D. W. Griffith, Inc.,
#1107 Longacre Building,

Please make all replies on back of this memorandum

JAMES PIPER
FRANCIS J. CAREY
J. BANNISTER HALL, JR.
JOHN E. SHORT
G. LIST WARNER
EVAN O. LLEWELLYN
GEORGE G. NEWCOMER

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

November 1, 1934.

Mr. Albert H. T. Hanzhof,
130 West 42nd Street,
New York, N. Y.

Dear Sir: Novelle v. Griffith

We are in receipt of your letter of October 31, in regard to the above entitled case, and we assume that you have received our telegram of yesterday.

A return day under our practice means the day on which the writ of summons is returnable by the marshall to the court, and under the rules of court, the defendant is not required to plead until the return day next succeeding the one to which the writ is returned. In this case, it is the first Tuesday in December.

We did not have an opportunity to examine carefully the papers served on us in this suit, but we understand that the cause of action set up is for breach of contract of employment. The action may or may not have been brought under a special rule requiring the defendant to plead under oath and containing certain other formal requirements. If you can send us a copy of the pleadings

we can ascertain this question from them, or, if not, we will have a copy made from the court records. Assuming that the declaration sets out a good cause of action and is not demurrable, the next question that will arise is whether to demand a bill of particulars. The effect of having the plaintiff file a bill of particulars is to limit his proof to the items contained in the statement of particulars. If it is deemed advisable that a demand for a bill of particulars should be filed, an order of court should be secured extending the time for pleading. After the question of the bill of particulars has been disposed of, the court will give the defendant further time to plead.

Under our practice the usual pleas in a case of this nature are the general issue pleas of "never indebted as alleged" and "never promised as alleged". These pleas have the effect of denying all the material allegations of the plaintiff's case, and put the burden of proof of the entire case on him.

If you will send us a statement of facts in regard to the case, we will be glad to give you any further suggestions that occur to us.

Very truly yours,

Piper Carey & Hall

GILL, GREENE & WATERS
ATTORNEYS AT LAW
BALTIMORE

ROBT. J. GILL
J. WOODALL GREENE
PAUL T. WATERS
BRODNAX CAMERON

1000 B.C.
FAYSON BUILDING
TELEPHONE PLAZA 7700

November 1, 1934.

Messrs. Banshaf, Pembleton & Littick,
100 West 42nd Street,
New York City, N.Y.

Gentlemen:-

Mr. Lee Benoist of this City referred to us for reply your letter of October 25th inquiring about the suit against you by Ivor Novello. In reply we wish to say that in the ordinary course of events this case would be tried in February or March, but either an earlier or later trial could probably be arranged for if any good reason could be shown. It is, however, necessary that pleas be filed to the declaration herein and it would be advisable that this be done in the early part of November. However, the time for pleading will not be up until December 1st.

Very truly yours,

GILL, GREENE & WATERS

BC:FB. By Brodnax Cameron

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THE CORPORATION TRUST COMPANY

THIRTY SEVEN WALL STREET

NEW YORK

November 1, 1924.

RE: D. W. GRIFFITH, INC.

Messrs. Banzhaf & Pembleton,
130 West 42nd Street,
New York, N. Y.

Gentlemen: Attention - Mr. Banzhaf.

Confirming our telephone conversation:

Your letter requesting our correspondents in Baltimore to appear for the company in the action brought against it by Ivor Novello was addressed to our Wilmington Office.

We understand that you will communicate directly with our correspondents, Messrs. Piper, Carey & Hall.

Very truly yours,
THE CORPORATION TRUST COMPANY,

John J. Jarvis
Assistant Secretary.

JJJ:IW

ROHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

171

November 1st
1924

Albert H. T. Banzhaf, Esq.
130 W. 42d Street
New York City

Dear Sir: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

We have considered your offer made on behalf of the D. W. GRIFFITH corporation which we understand to be as follows:-

In settlement of a claim of the plaintiff above named against the defendant above named for $11,200.00 in the action now pending in the United States District Court for the Maryland District, the defendant is willing to pay to the plaintiff the sum of $8,000.00, said payment to be in three instalments, one in the amount of $4,000.00 and two in the amount of $2,000.00, to be completed within five months from date. The promised payments are to be evidenced by promissory notes of the defendant corporation, one in the amount of $4,000.00 maturing three months from date, and two in the amount of $2,000.00, one maturing four months from date and the other maturing five months from date.

We express no opinion at the present time as to the adequacy of the offer which contemplates to settle a claim of $11,200.00 by the ultimate payment of $8,000.00 in the manner above stated. We do not feel that our client will be disposed to favor an offer which does not carry with it a present cash payment. If you feel so disposed, we suggest that you make an offer which will contemplate a substantial cash payment at the present time of not less than $2,000.00, the balance to be a series of promissory notes all of which must mature not later than five months from date, said notes to be the notes of the corporation and endorsed by Mr. Griffith personally. The corporation should confess judgment and an undertaking on our part will be given not to enter judgment if the various notes are paid as and when they mature. Failure, however, to pay any one note will operate as a default on all the other notes to be paid and make said notes immediately due and payable entitling the plaintiff to enter judgment in the action, crediting on said judgment the amount of the notes theretofore paid.

Case No. 2.
G.G.A. to Albert H. T. Sanchez, Esq.
Gerson November 1st, 1924.

If your client is willing to settle the matter along these lines and will make such an offer, we will be glad to submit it to Mr. Novello and recommend its acceptance. This letter is written entirely without prejudice and is in no respect any admission on the part of our client that he is entitled to recover any sum less than $11,200.00 for which an action is now pending.

Yours very truly,

Kolkman & Austrian

S-AWS

December 1, 1924

Mr. J. C. Epping
1476 Broadway
New York City

Dear Mr. Epping:

Enclosed herewith is the series of notes in re Novello matter, together with letter accompanying same which is self-explanatory.

Will you kindly have these executed as therein instructed, and return to me at once, together with the indorsements thereon.

Very truly yours,

AB:MC
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

42 Queens Court
TORONTO - CANADA,
1st Novr, '[illegible]

J. M. Agnew Esq.,
Personal Representative Mr D. W. Griffith,
D. W. Griffith Incorporated,
Orienta Point, Mamaroneck, N.Y.

Dear Sir:

I have to acknowledge with appreciation your letter of the 30th ult.

Apparently I did not make myself clear in mine of the 25th. Miss Wiener had been kind enough to say that, while it was improbable Mr Griffith himself would be able to use my tale, if I sent a copy to your studio it would be read and I should be advised for whom it would be most suitable and to whom therefore it should be offered.

Knowing nothing of the technic of scenario writing, I imagined the commonsense course for me would be to get in touch with some expert in this line and make a business arrangement with him or her. I have as you may suppose small faith in the come-on advertisers in such connection.

If it is possible to proceed on the lines Miss Wiener proposed I should be deeply grateful, or for a hint as to whom I had best approach with a chance of getting intelligent action. I do not think there is much question as to the adaptability of the novel for popular picturization. Have had my hopes in that connection confirmed by several who should know -- Margaret Anglin, Charles Coburn and William Cranston for example. It was Mr Cranston, then looking after Mr Griffith's Canadian interests, who first brought me in touch with your people.

With apologies for further troubling you,

Very truly yours,

C. Gibbons

CHG:H

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. MANSHAF, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1192

November 1st 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negative
One Exciting Night		9608		
The White Rose		3044		
Birth of A Nation		27763		
Dream Street		22		
America		35		
Picture U-8			19087	12066
	0	40472	19087	12066

Positive stock used

Eastman 59559

Negative stock used

Reg Eastman 12066

CONDENSED CONSOLIDATED BALANCE SHEET

UNITED ARTISTS CORPORATION

ALLIED PRODUCERS AND DISTRIBUTORS CORPORATION

UNITED STATES, SAHARA CUBA AND MEXICO

AS OF NOVEMBER 1, 1924

BALANCE SHEET

ASSETS

1.	Cash in Banks		$60,978.95
2.	Working Advances, Loans and Special Deposits Receivable (Schedule A)		47,932.66
3.	Accounts Receivable:		
	From Producers (Schedule B)	$ 466,421.77	
	For Advances to Foreign Companies (Schedule C)	101,028.37	
	Miscellaneous (Schedule D)	164,891.12	732,341.26
4.	Accessories		44,532.34
5.	Furniture and Fixtures Less Depreciation		34,944.37
6.	Investments (Schedule E)		58,060.00
7.	Deferred Charges to Future Operations (Schedule F)		39,867.64
8.	Artists Contracts		25,000.00
9.	Deficit on Played and Earned Basis		200,907.28
			$1,343,564.50

LIABILITIES

1.	Notes Payable:		
	To Banks (Schedule G)	$ 295,000.00	
	To Trade Creditors (Schedule H)	93,017.21	388,017.21
2.	Accounts Payable:		
	To Producers (Schedule J)	450,418.17	
	To Trade Creditors and Others (Schedule K)	49,969.98	500,388.15
3.	Notes Receivable Discounted		10,125.00
4.	Deposits from Exhibitors on Contracts (Schedule L)		281,492.04
5.	Deposits from Exhibitors for War Tax to be Refunded		17,592.10
6.	Income Deferred on Account of Sale of Foreign Rights		5,950.00
7.	Preferred Stock Issued and Outstanding		120,000.00
8.	Common Stock Issued and Outstanding		25,000.00
			$1,348,564.50

CONDENSED CONSOLIDATED STATEMENT OF INCOME

TEN MONTHS NOVEMBER 1, 1924

CONTRACTS PLAYED AND EARNED				$3,513,128.14
1.	Corporation's Share of Played and Earned			865,084.90
2.	Less - Corporations Share of Prints, Duties etc.			17,784.60
3.	Gross Income from Distribution			847,300.30
4.	Less - Operating Expenses			1,064,449.81
5.	Net Loss From Distribution			217,149.51
6.	Add - Other Deductions (Schedule M)			21,893.66
7.	Net Loss From Operations			239,043.17
8.	English Commissions to October 31, 1924	$35,809.22		
9.	Income Earned From Sale of Foreign Rights	3,981.00	$ 39,790.22	
	Less - Cost of Supervision of Foreign Business (Schedule N)		39,756.82	33.40
10.	Net Loss			239,009.77
11.	Surplus December 29, 1923			38,102.49
12.	Deficit November 1, 1924			$ 200,907.28

APPROVED: Maurice L. Cleary — Treasurer; F. J. Beach — Comptroller

SCHEDULE A

WORKING ADVANCES, LOANS AND SPECIAL DEPOSITS RECEIVABLE

ASSETS

Contingent Funds	-	Home Office	$ 9,413.08
		Exchanges	35,634.93
Petty Cash			950.00
Loans to Employees	-	F. A. Beach	351.25
		F. Gunner	45.00
		H. G. Drummond	130.00
		H. G. Martin	882.00
Deposits to Secure Gas and Electric Service			194.00
Deposits with Mexican Government Customs Dept.			167.50
			$47,112.26

SCHEDULE B

ACCOUNTS RECEIVABLE FROM PRODUCERS

Douglas Fairbanks	-	When The Clouds Roll By		$ 306.06
D. W. Griffith	-	Way Down East	$ 887.94	
		One Exciting Night	22.50	
		The White Rose	30,168.31	
		America	113,483.24	
		Isn't Life Wonderful	3,500.00	148,082.39
Romance	-			69,901.07
Carnival				6,065.35
Max Linder	-	Three Must Get Theres		34.11
Charles Chaplin	-	Shoulder Arms		62.77
Aitken Inc.	-	Birth of A Nation (Misc.)		664.23
Graham Wilcox Productions	-	A Woman's Secret		7,815.34
Associated Authors Inc.	-			8,413.19
Mark Producing Corp.	-	Judith of Bethulia		48.74
Douglas Fairbanks				86,720.61
Mary Pickford				73,765.97
D. W. Griffith				84,539.92
				$ 486,421.77

SCHEDULE C

ACCOUNTS RECEIVABLE FOR ADVANCE TO FOREIGN COMPANIES

Allied Artists Corporation Ltd.	$ 17,312.21
Les Artistes Associes S.A.	21,210.43
United Artists - Australasia Ltd.	32,279.71
United Artists - South America Ltd.	20,619.33
United Artists Corporation of the Far East	69,606.69
	$ 161,028.37

SCHEDULE E

ACCOUNTS RECEIVABLE MISCELLANEOUS

ASSETS	DECEMBER 1, 1924
Played and Earned but Unpaid	$ 27,054.97
Douglas Fairbanks Studio Account	4,491.74
Mary Pickford Studio Account	30,038.85
D. W. Griffith Studio Account	[illegible]
Charles Chaplin Studio Account	[illegible]
British and Continental Trading Co.	19,750.00
Terra Film Corporation	98,599.67
Harvey Sheehan	8,038.93
George F. Lenehan	4,120.13
W. T. Henry	433.48
A. A. Lowe	23.83
	$185,[illegible]

SCHEDULE A

INVESTMENTS

Capital Stock - Allied Artists Corporation	$ 29,437.50
Capital Stock - Les Artistes Associes S.A.	3,622.50
Capital Stock - United Artists Corporation Reacquired	25,000.00
	$ 58,060.00

SCHEDULE F

DEFERRED CHARGES TO FUTURE OPERATIONS

Hiram Abrams - Commission on Unplayed Business	$ 25,385.14
Commission on Sale of Foreign Rights, Paid in Advance	1,182.50
Deposits as Leases to be Applied As Rent	7,500.00
Rent Prepaid	300.00
Attorneys Fee's Prepaid	2,500.00
	$ 39,867.64

SCHEDULE G

NOTES PAYABLE TO BANKS

LIABILITIES	FEBRUARY 1, 1924
East River National Bank	$ 150,000.00
Commercial Trust Co.	125,000.00
Manufacturers Trust Co.	25,000.00
	$ 300,000.00

SCHEDULE H

NOTES PAYABLE TO TRADE CREDITORS

Claremont Laboratories	$ 69,059.78
D. W. Griffith	3,705.95
O'Brien, Malevinsky and Driscoll	7,500.00
H.S. Miner Litho Co.	10,000.00
Stern Photo Advertising Co.	696.79
Rooland Publishing Co.	2,052.84
	$ 93,015.36

SCHEDULE J

ACCOUNTS PAYABLE TO PRODUCERS

Douglas Fairbanks	-	His Majesty The American	$ 480.60	
		The Mollycoddle	642.76	
		Mark of Zorro	2,038.76	
		The Nut	485.81	
		The Three Musketeers	2,118.31	
		Robin Hood	4,037.48	
		The Thief of Bagdad	163.39	9,967.31
Mary Pickford	-	Pollyanna	440.68	
		Suds	198.45	
		The Love Light	356.28	
		Thru The Back Door	39.27	
		Little Lord Fauntleroy	1,014.61	
		Tess of The Storm Country	2,715.87	
		Rosita	4,307.49	
		Dorothy Vernon	56,486.05	65,558.70
D. W. Griffith	-	Broken Blossoms	229.85	
		The Love Flower	327.92	
		Dream Street	515.32	
		Orphans of The Storm	361.28	1,434.37
Charles Chaplin	-	Woman Of Paris		9,673.44
Mack Sennett	-	Down On the Farm	265.74	
		Suzanna	412.75	
		Shriek of Araby	647.46	
		Crossroads	22.11	
		Molly 'O	8.75	1,356.81
Distinctive Prod.	-	Disraeli	421.70	
		Ruling Passion	502.32	924.02
		Carried Forward		$ 88,914.65

SCHEDULE J (Cont.)

ACCOUNTS PAYABLE TO PRODUCERS

LIABILITIES				DECEMBER 1, 1924
Balance Carried Forward				$ 88,314.65
Distinctive Prod.	-	The Man who Played God		605.83
Bennett Pictures Corp.	-	Iron Trail	$ 4,034.64	
		Fair Lady	[illegible]	4,164.49
Hoskinson Productions	-	Hell's House	[illegible]	
		Salome	[illegible]	784.79
Chas. Ray Productions	-	Taller Made Man	700.07	
		Girl I Loved	[illegible]	4,766.39
Sack Producing Corp.	-	Fall of Babylon	[illegible]	
		Mother and The Law	[illegible]	482.99
Associated Authors Inc.	-	Loving Lies	1,463.11	
		No More Women	1,753.96	3,217.07
Graham Wilcox Prod.	-	Paddy The Next Best Thing		643.16
Mary Pickford	-	Garrison's Finish	853.07	
		Hill Billy	2,909.76	3,762.83
Epoch Prod. Co.	-	Birth of A Nation		64,758.42
Glorious Adventure Inc.	-			333.46
K. L. Productions Inc.				148.72
Max Linder	-	Three Must Get Thores		796.99
Due to Producers for checks withheld				68,239.48
Douglas Fairbanks on account of Sale of Foreign Rights				23,750.00
Mary Pickford " " " " " " "				107,625.00
Payable as Agent for Foreign Corporations				63,296.07
				$ 490,518.17

SCHEDULE K

ACCOUNTS PAYABLE TO TRADE CREDITORS AND OTHERS

H. C. Miner Litho Co.	$ 39,384.14
Miscellaneous Accounts Payable	8,919.16
Accrued Salaries Payable	1,666.68
	$ 49,969.98

SCHEDULE L

DEPOSITS FROM EXHIBITORS ON CONTRACTS

Contracts for Exhibitiron Unplayed and Unearned	$1,893,466.52
Less - Contracts Unpaid and Unplayed	1,618,725.39
	274,741.13
Add - Overpayments and Deposits	6,750.91
	$ 281,492.04

SCHEDULE M

OTHER DEDUCTIONS

OTHER DEDUCTIONS		DECEMBER 1, 1964
Interest and Discount	944,793.96	
Taxes	5,734.60	
Accessories Given Away (Mexico)	3,799.34	
Uncollectible Accounts	1,451.80	
Stolen Film Expense	1,808.87	24,542.64
OTHER INCOME		
Discount on Accounts Payable	4,597.36	
Miscellaneous Rent Revenue	465.50	
Profit on Sale of Accessories	675.12	5,636.98
NET DEDUCTIONS		18,905.66

SCHEDULE N

FOREIGN ADMINISTRATIVE EXPENSE

Salaries	$34,672.96
Telegraph, Cable Charges, Passports, Visa Fees, etc.	5,083.86
	39,756.82

HOME OFFICE OPERATING EXPENSES

FOR MONTH OF OCTOBER 1945 - AND CUMULATIVE FROM JANUARY 1, 1945

CLASSIFICATION	MONTH OF OCTOBER		TEN MONTHS THIS YEAR	
1. Salaries				
(a) Commissions		9,036.88		70,746.58
(b) Executives & Employees				
1. Administrative	1,630.00		14,358.64	
2. Sales	4,170.00		34,577.21	
3. Advertising	1,387.50		34,947.17	
4. Accounting and Finance	6,893.00	14,080.50	50,887.31	135,211.13
2. Rent and House Service		981.63		9,570.79
3. Traveling		3,872.15		20,837.40
4. Stationery and Printing		791.50		7,447.35
5. Telephone and Telegraph		467.88		5,066.91
6. Postage		338.82		2,442.19
7. Freight and Cartage		13.79		603.66
8. Advertising				
(a) Trade Paper Adv.	3,430.00		9,530.08	
(b) Trade Paper Publicity	297.58		1,987.43	
(c) Theatre Publicity	844.10		10,200.87	
(d) General Advertising	1,873.86	6,445.54	4,043.17	25,761.55
9. Attorneys Fees		2,892.85		24,139.82
10. Insurance		- o -		3,714.55
11. Miscellaneous				
(a) Miscellaneous	999.37		6,864.00	
(b) Alterations and Repairs	10.50		546.07	
(c) Film Maintenance	110.80		272.93	
(d) Paper and Twine	- o -		3.50	
(e) Screening	- o -	1,120.67	50.10	7,736.60
TOTAL		$40,041.61		$313,250.53

STATEMENT OF SALES PLATES AND LOANS AS OF NOVEMBER 1, 1924

FOR OCTOBER 1924 - AND CUMULATIVE FROM JANUARY 1, 1924

PICTURES	Sales			Rentals and Sales				
	OCTOBER	THIS YEAR	TO DATE	OCTOBER	THIS YEAR	TO DATE	CONTRACTS THIS YEAR	UNPAID CONTRACTS TO DATE
His Majesty The American	$ 1,514.01	$ 9,588.82	$ 637,504.04	$ 988.00	$ 9,441.07	$ 630,660.09	$ 2,857.26	$ 6,823.95
When The Clouds Roll By	1,096.71	9,036.51	594,290.05	799.05	8,453.56	586,534.28	2,066.43	7,755.77
The Mollycoddle	1,630.50	12,847.39	594,709.48	1,225.51	11,583.61	645,771.26	2,788.14	8,538.28
The Mark of Zorro	6,305.25	58,523.03	657,343.16	3,878.50	59,107.28	635,784.56	13,781.03	21,558.60
The Hun	1,178.43	8,963.44	549,500.05	1,086.18	10,213.19	538,718.22	2,468.53	10,781.83
The Three Musketeers	4,868.80	32,790.75	1,492,045.99	3,335.80	34,699.18	1,462,283.31	8,158.70	29,762.68
Robin Hood	10,532.93	113,013.15	1,955,550.17	9,603.52	142,439.03	1,917,287.54	33,381.77	38,302.63
Thief of Bagdad	238.99	238.99	238.99	511.30	511.30	511.30	204.52	Cr. 272.31
Total Fairbanks Productions	$ 27,386.09	$245,802.08	$ 6,441,291.93	$21,431.86	$ 276,368.42	$ 6,317,570.56	$ 65,126.38	$ 123,651.37
Pollyanna	1,640.01	10,684.54	929,894.81	1,034.50	10,007.16	922,332.70	2,322.89	7,562.11
Suds	438.14	4,519.46	591,185.23	450.34	6,093.85	583,332.19	1,513.95	7,853.04
The Love Light	820.51	9,078.44	592,879.98	775.36	10,458.88	581,387.13	2,602.85	11,492.85
Through The Back Door	1,277.87	14,492.93	628,521.52	362.35	15,158.93	615,583.09	3,527.56	12,938.47
Little Lord Fauntleroy	4,048.24	24,370.22	932,452.60	2,224.92	25,222.05	898,358.67	6,034.98	34,093.93
Tess Of The Storm Country	5,425.80	63,128.61	987,007.22	5,908.30	75,155.27	950,556.01	17,598.65	36,451.21
Rosita	12,371.92	269,623.43	907,713.39	9,120.24	572,368.22	843,705.68	133,639.93	64,007.71
Dorothy Vernon of Haddon Hall	85,484.87	727,507.79	727,507.79	97,771.88	381,064.71	381,064.71	89,397.26	346,443.08
Total Pickford Productions	$ 111,507.36	1,123,405.42	$ 6,297,162.54	$117,647.89	1,095,529.07	$ 5,776,320.14	$ 256,638.07	$ 520,842.40
Broken Blossoms	1,831.86	10,729.54	616,474.70	684.43	7,441.62	609,569.78	1,765.65	6,904.92
The Love Flower	982.56	9,741.39	406,217.41	689.27	9,592.43	394,240.42	2,420.63	11,976.99
Dream Street	695.60	7,798.56	552,792.69	1,049.07	10,720.14	527,869.80	2,594.56	24,922.89
Way Down East	5,759.26	37,991.64	1,843,883.27	4,208.57	41,142.12	1,817,579.48	9,825.49	26,303.79
Orphans of The Storm	7,118.00	52,355.33	1,275,025.93	4,515.71	61,393.43	1,243,390.62	14,456.41	31,635.31
One Exciting Night	5,387.90	54,573.28	823,122.84	4,556.14	73,640.23	776,064.61	16,993.47	47,058.23
The White Rose	9,517.64	130,231.63	697,167.10	9,995.71	202,078.56	623,959.32	47,258.33	73,207.78
America	156,326.64	861,262.35	861,262.35	214,620.43	387,859.51	387,859.51	87,306.61	473,402.84
Isn't Life Wonderful	1,500.00	1,500.00	1,500.00	- o -	- o -	- o -	- o -	1,500.00
Total Griffith Productions	$189,119.46	$1166,183.72	$ 7,077,446.29	$240,319.33	$ 793,868.04	$ 6,380,533.54	$ 182,621.15	$ 696,912.75
Woman of Paris	6,924.31	297,369.54	647,698.64	15,441.60	504,226.59	579,605.69	116,134.16	68,092.95
Shoulder Arms	48.85	48.85	48.85	48/85	48.85	48.85	15.16	- o -
Sunnyside	23.85	23.85	23.85	23.85	23.85	23.85	9.54	- o -
Total Chaplin Productions	$ 6,997.01	$297,442.24	$ 647,771.34	$ 15,514.30	$ 504,299.29	$ 579,678.39	$ 116,158.86	$ 68,092.95
Down On The Farm	356.19	4,572.08	389,849.93	550.53	5,159.93	385,345.28	1,355.63	4,504.65
Susanna	1,543.53	18,717.76	245,649.54	1,124.77	28,804.51	219,194.29	9,186.72	26,455.25
Shriek of Araby	1,076.75	16,621.31	130,348.52	1,513.45	25,473.51	120,081.22	7,952.64	10,267.30
Small Town Idol	23.76	549.97	3,964.49	- o -	549.97	3,964.49	184.87	- o -
Crossroads of New York	206.14	574.87	2,840.52	46.89	581.98	2,847.63	191.65	Cr. 7.11
Molly 'O	156.62	780.79	3,183.15	132.86	765.79	3,183.15	259.28	- o -
Total Sennett Productions	$ 3,362.99	$ 41,816.78	$ 775,836.15	$ 3,368.50	$ 61,335.69	$ 734,616.06	$ 19,130.79	$ 41,220.09
Disraeli	42.76	3,251.23	310,967.39	783.58	7,752.01	297,293.55	2,004.72	13,673.84
Ruling Passion	1,060.30	10,129.91	248,188.67	1,349.29	14,312.06	233,780.17	3,701.47	14,408.50
The Man Who Played God	1,641.20	15,735.23	249,312.58	1,521.28	21,623.07	233,884.67	5,519.40	15,427.91
Total Distinctive Productions	$ 2,744.26	$ 29,116.37	$ 808,468.64	$ 3,654.15	$ 43,687.14	$ 764,958.39	$ 11,225.59	$ 43,510.25

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATEMENT OF SALES AND COSTS AND EXPENSES AS OF NOVEMBER 1, 1924

FOR OCTOBER 1924 - AND ACCUMULATIVE FROM JANUARY 1, 1924.

PICTURE	SALES OCTOBER	SALES THIS MONTH THIS YEAR	SALES TO DATE	COSTS AND EXPENSES OCTOBER	COSTS AND EXPENSES THIS MONTH THIS YEAR	COSTS AND EXPENSES TO DATE	CORPORATION'S SHARE THIS MONTH THIS YEAR	UNPAID CONTRACTS TO DATE
The Iron Trail	$ 1,256.31	$ 9,526.37	$ 283,043.68	$ 1,939.11	$ 14,932.97	$ 269,602.02	$ 3,625.00	$ 13,441.66
Fair Lady	186.28	7,706.19	167,549.33	920.00	12,159.84	155,564.58	3,140.17	12,265.75
Total Bennett Productions	$ 1,442.59	$ 17,232.56	$ 450,593.01	$ 2,859.11	$ 27,092.81	$ 424,166.60	$ 6,765.17	$ 26,906.41
Doll's House	$ 118.27	$ 4,306.54	$ 208,693.54	$ 884.75	$ 7,680.14	$ 194,108.85	$ 2,011.50	$ 14,585.09
Salome	486.46	7,743.57	108,107.62	692.04	11,619.42	94,225.97	3,668.77	13,881.65
Total Hasimova Productions	$ 604.73	$ 12,050.11	$ 316,801.56	$ 1,576.79	$ 19,299.56	$ 288,334.82	$ 5,680.27	$ 28,466.75
Tailor Made Men	1,912.44	17,909.38	374,788.28	1,429.54	22,826.38	357,807.72	5,855.37	16,980.50
Girl I Loved	1,983.58	27,782.10	245,905.71	2,041.27	39,406.60	227,502.71	10,117.52	18,403.00
Total Ray Productions	$ 3,896.02	$ 45,691.48	$ 620,693.93	$ 3,470.81	$ 62,232.98	$ 585,310.43	$ 15,972.89	$ 35,383.50
Judith Of Bethulia	20.00	85.00	670.00	- o -	275.00	435.00	82.50	235.00
Fall Of Babylon	232.00	2,315.00	4,371.11	205.00	2,017.00	2,788.11	386.10	1,583.00
Mother and The Law	100.00	977.00	2,372.00	280.00	1,087.00	1,622.00	545.10	750.00
Total Work Productions	$ 352.00	$ 3,377.00	$ 7,413.11	$ 485.00	$ 3,379.00	$ 4,845.11	$ 1,013.70	$ 2,568.00
Richard The Lion Hearted	1,465.07	55,334.55	169,844.97	4,526.01	82,649.88	131,870.30	26,532.76	37,974.67
Loving Lies	5,984.30	82,631.55	99,441.55	4,654.07	71,346.37	71,596.37	21,894.26	27,845.18
No More Women	6,630.03	75,748.78	87,693.78	5,079.82	55,627.30	61,177.30	17,151.37	26,516.48
Total Associated Authors	$ 14,079.40	$ 213,714.88	$ 356,980.30	$ 14,259.90	$ 209,623.55	$ 264,643.97	$ 65,578.39	$ 92,336.33
Paddy The Next Best Thing	2,804.17	35,726.35	97,531.67	1,959.14	46,242.47	76,605.29	16,486.06	20,926.38
Woman's Secret	3,729.28	38,777.54	38,977.54	3,064.02	21,721.08	21,721.08	7,655.43	17,256.46
Total Wilcox Productions	$ 6,533.45	$ 74,503.89	$ 136,509.21	$ 5,023.16	$ 67,963.55	$ 98,326.37	$ 24,141.49	$ 38,182.84
Garrison's Finish	3,091.44	26,627.37	223,915.97	1,852.50	35,876.27	203,795.37	9,642.93	20,120.60
The Hill Billy	6,901.92	122,748.84	139,193.84	7,386.59	106,305.01	106,305.01	27,481.17	32,888.83
Total Jack Pickford Prod.	$ 9,993.36	$ 149,376.21	$ 363,109.81	$ 9,239.09	$ 142,181.28	$ 310,100.38	$ 37,124.10	$ 53,009.43
Birth of A Nation	15,084.42	196,579.95	352,879.81	10,380.87	187,084.22	312,518.63	42,908.28	40,361.18
Romance	31.26	844.93	255,897.65	226.73	3,263.61	247,369.88	871.51	8,527.77
Carnival	Cr 246.50	1,690.04	191,508.92	371.36	4,491.80	180,268.05	1,160.10	11,240.87
I Accuse	Cr 135.50	1,070.30	101,667.62	257.00	1,886.70	85,340.62	566.00	16,327.00
Glorious Adventure	Cr 225.00	4,248.25	103,218.93	1,012.50	10,352.00	85,618.18	3,730.43	17,600.75
Woman's Woman	971.54	10,237.17	125,732.06	482.28	13,356.17	107,306.56	4,767.31	18,425.50
Three Must Get Theres	832.86	7,431.67	118,844.42	488.95	10,365.28	108,444.03	3,704.42	10,400.39
Total Miscellaneous Productions	$16,313.08	$ 222,102.31	$1,249,749.41	$13,219.69	$230,799.78	$1,126,865.95	$ 57,708.05	$ 122,883.46
Total All Productions	$394,331.75	$3,640,815.05	$25,549,757.23	$452,059.58	$3,537,660.16	$23,656,290.71	$865,084.90	$1,893,466.52
Exchange Expenses	$ 83,474.31	$ 751,199.28		$ 83,474.31	$ 751,199.28			
Home Office Expenses	$ 40,041.61	313,250.53		40,041.61	313,250.53			
Total Expenses	$123,515.92	$1,064,449.81		$123,515.92	$1,064,449.81			
% Exchange Expenses	21.17	20.63		18.46	21.23			
% Home Office Expenses	10.15	8.60		8.86	8.85			
% Total Expenses	31.32	29.23		27.32	30.08			

STATEMENT OF MONTHLY OPERATING REPORTS

FOR MONTH OF OCTOBER 1924 - AND CUMULATIVE FROM JANUARY 1924

BRANCHES		SALARIES	RENT AND HOUSE SERVICE	TRAVELLING	STATIONERY & PRINTING	TELEPHONE & TELEGRAPH	POSTAGE	FREIGHT & CARTAGE	MISCELLANEOUS EXP.	TOTAL EXPENSES	P A I D	OPERATING RATIO
Atlanta	October	$ 1,487.50	$ 183.55	$ 509.37	$ 68.42	$ 129.01	$ 95.45	$ 98.00	$ 18.90	$ 2,700.20	$ 16,841.28	16.03
	Ten Months this year	15,965.00	2,159.79	4,636.98	394.67	1,109.47	585.97	833.24	896.14	26,181.26	138,257.66	18.93
Boston	October	3,375.00	382.38	694.95	103.10	95.58	67.65	38.62	96.47	4,773.89	22,299.91	21.40
	Ten Months this year	30,306.75	3,477.34	5,408.77	513.98	993.55	459.92	652.66	967.22	42,380.19	178,563.27	23.73
Buffalo	October	1,089.20	475.80	652.85	12.98	131.57	67.88	24.10	.85	2,445.23	10,079.05	24.26
	Ten Months this year	10,277.70	2,509.76	5,631.50	205.55	605.46	268.93	218.74	123.35	20,040.99	113,625.56	17.63
Chicago	October	6,371.60	977.56	2,216.92	144.18	254.28	190.59	148.79	396.93	10,720.85	47,535.44	22.55
	Ten Months this year	56,193.76	10,127.93	14,462.50	1,280.25	2,771.29	1,941.39	1,829.00	1,805.50	90,011.62	483,468.73	18.61
Cleveland	October	3,678.50	458.33	992.01	26.38	85.04	60.71	250.47	133.70	5,679.14	43,735.29	12.98
	Ten Months this year	31,538.00	4,553.53	8,829.56	531.11	846.01	660.91	2,403.35	841.55	50,204.02	281,297.22	17.84
Dallas	October	2,415.30	331.27	850.19	45.40	131.36	131.93	47.15	71.86	4,024.46	14,904.94	26.99
	Ten Months this year	20,660.97	2,348.02	7,038.95	337.73	1,338.91	793.19	984.64	1,022.47	34,524.88	139,368.75	24.77
Denver	October	1,212.50	147.58	336.72	26.30	62.34	32.09	102.56	16.85	1,936.94	8,620.53	22.46
	Ten Months this year	10,685.37	1,563.00	3,226.45	188.28	407.14	302.92	555.72	232.31	17,161.19	57,920.97	29.62
Detroit	October	1,560.00	238.90	101.18	29.34	33.14	59.25	92.14	83.16	2,197.11	13,234.29	16.60
	Ten Months this year	15,439.85	2,350.25	2,073.38	187.45	405.74	400.94	882.53	284.79	22,024.93	117,856.30	18.68
Kansas City	October	1,886.66	247.32	868.12	40.03	73.46	124.26	72.93	112.70	3,425.48	16,717.91	20.48
	Ten Months this year	18,027.16	2,773.32	5,034.37	926.08	699.66	1,058.27	1,078.43	943.43	30,540.72	110,090.76	27.74
Los Angeles	October	1,922.50	312.34	344.87	28.40	73.14	40.00	97.72	16.09	2,835.06	9,142.45	31.00
	Ten Months this year	19,343.50	3,227.24	2,956.69	362.11	885.28	368.63	1,342.29	542.43	29,028.17	145,318.22	19.97
Minneapolis	October	1,745.00	273.61	545.59	53.40	27.35	87.00	21.07	108.49	2,861.51	11,920.45	24.00
	Ten Months this year	12,884.55	3,212.70	3,501.32	237.85	320.05	495.24	385.51	322.56	21,359.78	102,571.97	20.82
New Haven	October	730.00	230.00	256.28	2.65	42.29	14.45	40.57	22.25	1,338.49	3,334.99	40.13
	Ten Months this year	6,557.00	2,182.80	2,134.03	104.34	292.37	115.49	205.93	147.14	11,739.10	49,269.40	23.82
New York	October	4,538.00	325.00	771.30	.90	108.80	50.00	111.11	254.42	6,159.53	29997.84	20.53
	Ten Months this year	41,877.83	3,071.20	8,102.86	274.46	848.15	397.55	1,020.62	1,913.78	57,506.45	517,078.45	11.12
Omaha	October	1,837.50	115.98	266.16	82.01	49.85	69.83	78.18	41.48	2,540.99	12,949.80	19.62
	Ten Months this year	13,863.48	1,126.53	6,360.39	835.45	751.22	411.63	669.04	554.73	24,572.47	83,348.89	29.48
Philadelphia	October	1,942.50	363.03	541.94	108.47	59.24	32.90	50.58	100.43	3,199.09	17,165.00	18.63
	Ten Months this year	16,315.00	3,334.80	4,549.50	283.91	505.09	233.82	546.56	379.41	26,148.09	194,637.08	13.43
Pittsburgh	October	2,207.50	451.95	387.98	31.40	48.35	40.00	206.87	79.78	3,453.83	17,114.90	20.18
	Ten Months this year	21,468.91	4,440.79	4,591.53	435.63	651.76	466.50	1,804.10	1,342.58	35,201.80	191,553.37	18.37
Portland	October	590.00	36.30	86.09	15.55	26.44	17.50	.41	- o -	772.29	3,637.50	21.23
	Ten Months this year	5,192.00	363.00	406.86	53.73	244.63	153.80	17.81	13.50	6,445.33	19,037.50	33.85
St. Louis	October	2,154.35	179.10	905.70	69.38	106.84	45.14	92.00	86.33	3,638.84	19,096.10	19.05
	Ten Months this year	18,179.85	1,800.47	6,000.29	408.84	800.39	358.20	977.92	906.50	29,432.46	123,802.65	23.77
San Francisco	October	670.00	294.13	- o -	10.35	36.41	36.50	18.42	24.37	1,090.18	8,560.65	12.73
	Ten Months this year	13,243.50	3,105.77	868.94	189.25	420.25	223.77	192.25	534.11	18,777.84	106,997.98	17.54
Seattle	October	1,712.50	198.50	437.86	37.05	96.17	84.50	2.58	52.95	2,622.11	17,199.32	15.24
	Ten Months this year	13,000.82	2,101.83	1,640.48	427.07	633.44	571.63	297.87	602.63	19,275.77	91,132.73	21.15
Washington	October	1,669.00	282.25	527.90	69.38	92.25	46.16	27.01	93.08	2,807.03	18,736.00	14.98
	Ten Months this year	15,150.50	2,782.80	4,346.88	244.19	762.98	257.62	398.21	304.90	24,248.08	147,726.95	16.41
Total U.S.	October	$ 44,789.11	$ 6,504.82	$ 12,343.58	$ 1,025.07	$1,722.91	$1,383.79	$ 1,641.28	$1,811.09	$ 71,221.65	$ 362,823.64	19.62
	Ten Months this year	$406,171.50	$62,612.87	$102,202.23	$ 8,421.93	$15,892.84	10,126.32	$17,296.42	$14,081.03	$636,805.14	$3,392,924.63	18.76

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATEMENT OF BRANCH OPERATING EXPENSES

FOR MONTH OF OCTOBER 1924 - AND CUMULATIVE FROM JANUARY 1, 1924

BRANCHES		SALARIES	RENT AND HOME SERVICE	TRAVELING	STATIONERY PRINTING	TELEPHONE TELEGRAPH	POSTAGE	FREIGHT CARTAGE	MISCELLANEOUS	TOTAL EXPENSES	G A I N S	OPERATING RATIO
Havana	October	$ 985.00	$ 116.99	$ - o -	$ 15.25	$ 21.49	$ 18.00	$ 120.43	$ 268.10	$ 1,545.26	$ 1,648.38	93.74
	Ten Months this year	8,667.00	1,063.39	537.63	291.58	175.45	171.80	935.85	3,736.74	15,579.44	26,858.93	58.00
Canada	October	5,032.00	591.07	1,330.95	131.88	319.99	169.95	425.01	277.95	8,278.80	24,835.86	33.33
	Ten Months this year	47,147.35	5,684.81	10,414.87	1,085.56	2,387.27	1,377.25	3,545.90	3,827.43	75,410.44	164,270.83	45.90
Mexico	October	1,165.00	117.25	742.41	49.10	19.76	18.11	29.02	287.95	2,428.60	5,023.87	48.34
	Ten Months this year	10,634.04	1,485.14	2,359.98	504.24	329.66	289.54	2,174.72	5,626.94	23,404.26	56,760.66	41.23
Total Foreign	October	7,182.00	825.31	2,073.36	196.23	361.24	206.06	574.46	834.00	12,252.66	31,508.11	38.88
	Ten Months this year	66,448.39	8,233.34	13,312.48	1,821.38	2,892.38	1,838.59	6,656.47	13,191.11	114,394.14	247,890.42	46.14
Grand Total	October	$ 51,971.11	$ 7,330.13	$ 14,416.94	$ 1,221.30	$ 2,084.15	$ 1,589.85	$ 2,215.74	$ 2,645.09	$ 83,474.31	$ 354,331.75	21.16
	Ten Months this year	$472,619.89	$70,846.21	$115,514.71	$ 10,243.31	$ 16,785.22	$11,964.91	$23,952.89	$ 27,272.14	$ 751,199.28	$3,640,615.05	20.63

[illegible]

[illegible] - [illegible]

Agency		Paid Agents	Salaries	Rooms Offices and Equipment	Telegraph Wire	Miscellaneous	T O T A L
Atlanta	October	$ 375.00	$ 625.00	$ 312.50	$ - o -	$ 425.00	$ 1,487.50
	Ten Months this year	5,460.00	6,595.00	2,280.00	- o -	4,600.00	19,935.00
Boston	October	1,000.00	1,075.00	410.00	- o -	850.00	3,335.00
	Ten Months this year	6,800.00	9,250.00	4,501.75	- o -	7,807.00	30,358.75
Buffalo	October	437.50	250.00	155.00	- o -	286.70	1,089.20
	Ten Months this year	3,850.00	3,415.00	1,404.00	- o -	1,608.70	10,277.70
Chicago	October	1,250.00	3,214.60	750.00	750.00	630.00	6,374.60
	Ten Months this year	16,000.00	28,894.45	7,075.35	605.11	6,648.85	56,193.76
Cleveland	October	1,312.50	1,420.00	540.00	- o -	400.00	3,672.50
	Ten Months this year	11,537.50	11,365.00	4,549.50	- o -	3,646.00	31,538.00
Dallas	October	875.00	850.00	510.00	- o -	180.30	2,415.30
	Ten Months this year	7,700.00	6,400.00	4,691.50	- o -	1,869.47	20,660.97
Denver	October	500.00	300.00	175.00	- o -	237.50	1,212.50
	Ten Months this year	4,400.00	2,682.87	1,525.00	- o -	2,077.50	10,685.37
Detroit	October	700.00	350.00	220.00	- o -	290.00	1,560.00
	Ten Months this year	6,460.00	4,379.00	2,036.85	- o -	2,564.00	15,439.85
Kansas City	October	750.00	661.66	200.00	- o -	275.00	1,886.66
	Ten Months this year	6,950.00	5,594.16	2,165.00	393.00	2,925.00	18,027.16
Los Angeles	October	1,312.50	325.00	110.00	- o -	175.00	1,922.50
	Ten Months this year	11,550.00	4,600.00	1,419.00	12.00	1,762.50	19,343.50
Minneapolis	October	1,025.00	525.00	85.00	- o -	110.00	1,745.00
	Ten Months this year	5,900.00	4,570.00	755.00	350.05	1,309.50	12,884.55
New Haven	October	500.00	- o -	90.00	- o -	140.00	730.00
	Ten Months this year	4,400.00	100.00	815.00	10.00	1,232.00	6,557.00
New York	October	1,062.50	1,845.00	1,000.50	- o -	630.00	4,538.00
	Ten Months this year	9,750.00	17,525.83	8,949.00	- o -	5,653.00	41,877.83
Omaha	October	900.00	630.00	158.50	- o -	149.00	1,837.50
	Ten Months this year	5,250.00	5,498.32	1,507.50	24.00	1,183.66	13,863.48
Philadelphia	October	500.00	750.00	432.50	- o -	260.00	1,942.50
	Ten Months this year	4,025.00	5,600.00	4,100.00	8.00	2,582.00	16,315.00
Pittsburgh	October	1,062.50	550.00	275.00	- o -	320.00	2,207.50
	Ten Months this year	9,350.00	5,840.00	3,694.91	- o -	2,584.00	21,468.91
Portland	October	500.00	- o -	- o -	- o -	90.00	590.00
	Ten Months this year	4,400.00	- o -	- o -	- o -	792.00	5,192.00
St. Louis	October	500.00	1,050.00	372.50	35.00	196.85	2,154.35
	Ten Months this year	5,087.50	8,830.00	3,024.50	105.00	1,132.85	18,179.85
San Francisco	October	- o -	300.00	220.00	- o -	150.00	670.00
	Ten Months this year	6,300.00	1,500.00	3,423.50	- o -	2,020.00	13,243.50
Seattle	October	812.50	325.00	337.50	- o -	237.50	1,712.50
	Ten Months this year	7,150.00	803.32	2,105.50	- o -	2,942.00	13,000.82
Washington	October	500.00	460.00	229.00	- o -	480.00	1,669.00
	Ten Months this year	4,400.00	3,745.00	2,686.50	- o -	4,319.00	15,150.50
Total U.S.	October	$15,875.00	$ 15,593.26	$ 6,663.00	$ 285.00	$ 6,372.85	$ 44,789.11
	Ten Months This Year	$148,750.00	$134,227.95	$63,557.36	$1,507.16	$ 58,129.03	$ 406,171.50

ANALYSIS OF REPORTED OPERATING EXPENSES

FOR MONTH OF OCTOBER 1924 - AND ACCUMULATED FROM JANUARY 1924

REGIONALS		SALES MANAGER	SALESMEN	BOOKING SHIPPING AND INSPECTING	CHECK UP MEN	MISCELLANEOUS	T O T A L S
Havana	October	$ 425.00	$ 250.00	$ 175.00	$ - o -	$ 135.00	$ 985.00
	Ten Months this year	3,740.00	2,000.00	1,567.00	- o -	1,160.00	8,467.00
Canada	October	2,225.00	1,100.00	1,026.00	- o -	681.00	5,032.00
	Ten Months this year	22,188.00	9,600.00	8,285.75	- o -	7,073.60	47,147.35
Mexico	October	500.00	250.00	265.00	- o -	150.00	1,165.00
	Ten Months this year	4,740.00	2,234.00	2,021.29	- o -	1,638.75	10,634.04
Total Foreign	October	3,150.00	1,600.00	1,466.00	- o -	966.00	7,182.00
	Ten Months this year	30,668.00	14,034.00	11,874.04	- o -	9,872.35	66,448.39
Grand Total	October	$ 19,025.00	$ 17,193.26	$ 8,129.00	$ 285.00	$ 7,338.85	$ 51,971.11
	Ten Months this year	$179,418.00	$ 148,261.95	$ 75,431.40	$1,507.16	$68,001.38	$ 472,619.89

ANALYSIS OF AGENCY MISCELLANEOUS EXPENSE

FOR MONTH OF OCTOBER 1945 - AND CUMULATIVE FROM JANUARY 1945

AGENCIES		ALTERATIONS AND REPAIRS	FILM MAINTENANCE	PAPER AND TIRES	SUNDRIES	MISCELLANEOUS	ANNUALIZATION DUES	TOTALS
Atlanta	October	$ - o -	$ - o -	$ 18.90	$ - o -	$ - o -	$ - o -	$ 18.90
	Ten Months this year	10.08	127.77	92.96	28.50	36.83	- o -	296.14
Boston	October	2.47	5.00	- o -	29.00	10.00	50.00	96.47
	Ten Months this year	22.70	342.49	54.96	178.50	174.57	200.00	967.22
Buffalo	October	- o -	.85	- o -	- o -	- o -	- o -	.85
	Ten Months this year	2.60	82.75	3.85	4.00	30.75	- o -	123.35
Chicago	October	15.74	263.06	13.00	8.50	46.63	50.00	396.93
	Ten Months this year	45.45	647.48	120.14	191.22	641.21	160.00	1,805.50
Cleveland	October	1.00	31.42	11.28	- o -	- o -	90.00	133.70
	Ten Months this year	38.78	216.95	73.34	83.50	28.98	400.00	841.55
Dallas	October	1.27	33.61	25.48	- o -	11.50	- o -	71.86
	Ten Months this year	31.13	351.58	149.11	19.50	121.15	350.00	1,022.47
Denver	October	- o -	- o -	- o -	- o -	4.35	12.50	16.85
	Ten Months this year	19.40	89.44	18.57	15.00	87.40	62.50	232.31
Detroit	October	- o -	47.00	4.41	5.50	11.25	15.00	83.16
	Ten Months this year	10.96	104.50	31.60	57.00	35.73	45.00	284.79
Kansas City	October	13.00	45.25	2.35	- o -	22.10	30.00	112.70
	Ten Months this year	36.99	392.48	93.91	26.50	333.55	60.00	943.43
Los Angeles	October	3.87	3.71	2.51	- o -	6.00	- o -	16.09
	Ten Months this year	93.82	157.07	42.54	82.95	166.05	- o -	542.43
Minneapolis	October	.87	48.80	12.57	- o -	1.25	45.00	108.49
	Ten Months this year	48.93	140.46	34.47	24.90	28.80	45.00	322.56
New Haven	October	- o -	21.00	- o -	- o -	1.25	- o -	22.25
	Ten Months this year	1.00	37.66	33.95	39.00	35.53	- o -	147.14
New York	October	9.30	190.12	10.00	- o -	45.00	- o -	254.42
	Ten Months this year	31.50	1,084.16	307.91	5.25	484.96	- o -	1,913.78
Omaha	October	5.45	5.18	5.35	- o -	5.50	20.00	41.48
	Ten Months this year	24.90	82.47	33.22	130.71	103.43	180.00	554.73
Philadelphia	October	2.00	32.73	25.00	- o -	40.70	- o -	100.43
	Ten Months this year	14.47	103.24	67.95	49.00	144.75	- o -	379.41
Pittsburgh	October	15.90	43.50	20.93	- o -	Cr .55	- o -	79.78
	Ten Months this year	585.23	457.58	96.16	27.75	175.86	- o -	1,342.58
Portland	October	- o -	- o -	-o -	- o -	- o -	- o -	- o -
	Ten Months this year	- o -	7.00	- o -	- o-	6.50	- o -	13.50
St Louis	October	- o -	44.00	2.00	- o -	10.33	30.00	86.33
	Ten Months this year	259.60	122.80	43.35	70.50	77.52	332.73	906.50
San Francisco	October	- o -	- o -	8.14	11.75	4.48	- o -	24.37
	Ten Months this year	25.53	76.87	15.03	53.85	362.83	- o -	534.11
Seattle	October	1.00	2.30	- o -	- o -	17.15	32.50	52.95
	Ten Months this year	50.65	31.10	28.79	110.53	124.06	257.50	602.63
Washington	October	2.85	44.25	15.98	- o -	- o -	30.00	93.08
	Ten Months this year	10.50	140.18	51.22	- o -	13.00	90.00	304.90
Total U.S.	October	$ 74.72	$ 861.78	$ 177.90	$ 54.75	$ 236.94	$ 405.00	$ 1,811.09
	Ten Months this year	$1,364.22	$4,736.03	$1,392.43	$ 1,192.16	$3,213.46	$ 2,182.73	$14,081.03

ABSTRACT OF PROPERTY MISCELLANEOUS EXPENSES

FOR MONTH OF OCTOBER 1925 - AND CUMULATIVE FROM JANUARY 1 1925

PROPERTY		ALTERATIONS AND REPAIRS	FLEET MAINTENANCE	FARES AND FREIGHT	SUPPLIES	MISCELLANEOUS	ASSOCIATION DUES	TOTAL
Havana	October	$ - o -	$ 8.39	$ 3.26	$ - o -	$ 231.45	$ 25.00	$ 268.10
	Ten Months this year	105.63	68.58	13.60	- o -	3,409.93	125.00	3,736.74
Canada	October	51.40	3.66	15.44	39.15	43.80	74.50	277.95
	Ten Months this year	120.93	169.35	160.58	413.75	2,499.82	470.00	3,827.43
Mexico	October	.80	49.35	8.35	1.50	227.95	- o -	287.95
	Ten Months this year	108.90	438.43	65.71	3.75	5,605.15	15.00	5,636.94
Total Foreign	October	52.20	61.40	27.05	40.65	553.20	99.50	834.00
	Ten Months this year	355.46	653.36	239.89	417.50	10,914.90	610.00	13,191.11
Grand Total	October	$ 126.92	$ 923.18	$ 204.95	$ 95.40	$ 790.14	$ 504.50	$ 2,645.09
	Ten Months this year	$1,719.68	$5,389.39	$1,632.32	$1,609.66	$ 14,128.36	$2,792.73	$27,272.14

DAY LETTER

November 3, 1924.

His Excellency the Honorable

~~Honorable~~ Calvin Coolidge,
President of the United States,
Washington, D. C.

Allow me to congratulate you ahead of time on your election as ~~P~~ next President, as we all know that the people of this country are not going to be foolish enough to rock the boat We are the most prosperous nation ~~people~~ in the world, and the American people are not going to endanger that prosperity at this juncture. Stop We tried subtly through our committee and through our picture "America" to suggest this I do not for one moment believe this little help, if it was a help, was needed, but was glad to do it because we thought it right. Stop Again, congratulations and best wishes to you, our leader, for the next four years. Sincerely,

D. W. GRIFFITH.

~~for four more years of achievement.~~

by Telephone
4 8 Pm
11/3
Ashcroft

116A

November 3rd 1924.

Mr. Woodson Oglesby,

Tuckahoe, New York.

Dear Mr. Oglesby:

Can you send that $8,000, on account of the Canadian Spring Bonds as per terms of our arrangement?

I am asking you to do this now because Mr.Griffith is in very great need of all the cash that he can gather, as, confidentially, his situation is very pressing.

Very truly yours,

.ATB/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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November 5, 1924

Messrs Kohlman & Austrian
37 Cedar Street
New York City

Re: Novello vs. Griffith, Inc.

Gentlemen:

Referring to your favor of the first instant, I wish to advise that my client finds it inconvenient, at the present time, to make a cash payment as desired by you. They, however, are willing to give you promissory notes in the total sum of eight thousand ($8000.00) dollars, all of which will be endorsed by Mr. D. W. Griffith personally, and will be in four equal instalments of two thousand ($2000.00) dollars, said notes to be payable two thousand ($2000.00) dollars, in two months, and two thousand ($2000.00) each for the succeeding three months.

They will further agree that on default in payment by them of any one of the notes the balance thereof shall become immediately due and payable. As to confession of judgment my clients are not willing to do this.

This letter is written without prejudice to the rights of either party, and is, in no way, to be deemed an admission on the part of my clients that the sum of eight thousand ($8000.00) dollars, or any athantamount, is due your client, but is merely written as an offer of settlement and compromise of the action.

Very truly yours,

RR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE WHITE HOUSE
WASHINGTON

November 4, 1924.

My dear Mr. Griffith:

It has been a particular pleasure to receive your telegram this morning and I want to assure you of my warm appreciation and grateful thanks.

Very truly yours,

Calvin Coolidge

Mr. D. W. Griffith,
Mamaroneck, New York.

THE WHITE HOUSE

Mr. D. F. Griffin,

Hackensack, New York.

CUSTOMHOUSE INDORSEMENT.*

No. .....

Importer: .....

Vessel: .....

From .....

Arrived: .....

Kind of Entry:

.....

Marks, Quantity, and Contents:

*Consular officers will leave all of above indorsement blank. It is to be filled in only at the customhouse at the port of entry.

61—83

QUADRUPLICATE

(Form No. 128—Consular.)

INVOICE OF RETURNED AMERICAN GOODS.

No. 249

4 NOV 1924

AMERICAN CONSULAR SERVICE

AT

Shipper: BELLAGIO UNITED ARTISTS (AUS.)

Of BELLAGIOS

Consignee: MR. CHRISTIANS STUDIOS

At NEW YORK CITY

Port of shipment: BELLAGIOS

Port of arrival: NEW YORK

Port of entry: NEW YORK

Contents: .....

CINEMA FILM

.....

.....

.....

GOODS TRANSPORTED BY

"CANADIAN BRITISHER"

(Give name of importing vessel if possible.)

.....

QUADRUPLICATE

(Form No. 129—Consular.)
(Revised March, 1911)

Invoice of Returned American Goods and Declaration of Foreign Exporter.

AMERICAN CONSULAR SERVICE.

Wellington, N.Z.
(Place and date.)

I, Lorenzo Alexander Quinn, do solemnly and truly declare that the several articles of merchandise herein specified are, to the best of my knowledge and belief, truly and bona fide of the growth (or production or manufacture) of the United States; that they were exported from the United States, from the port of San Francisco on or about July 20th 1923 (date); that they are returned without having been advanced in value or improved in condition by any process of manufacture or other means.

(Signature.) L A Quinn

MARKS.	NUMBERS.	QUANTITY.	DESCRIPTION.	VALUE, U. S. COIN.
D.W. Griffiths Studios				
New York City	No 1	1	Case Cinema Film	$189.84
			" Judith of Bethulia"	
			Rejected by New Zealand Film Censor	

Declared to before me this 4th day of 4 NOV 1924 (Date.), and fee $1.00 United States gold, equal to 4/8 (Local Currency.), paid by affixing stamps to the duplicate copy of this document.

[SEAL.]

J C Hudson
Vice Consul Of the United States of America

NOTE.—To be issued in triplicate and disposed of as a certified invoice.

FEE, ONE DOLLAR.

01—83

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REYNOLDS, PRESIDENT
VICE PRESIDENTS
FRED D. ROLLO F. LIBERTY
J. V. DALTON G. T. BASSETT
J. V. THATCHER E. W. WEST
F. J. FULLER E. A. HUNTING
HUGH WHITTLESEY
H. FERGUSON, VICE PRESIDENT & SECY
C. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

November 5, 1924.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

We received from the United Artists Corporation, checks aggregating $15,000, which amount we have applied on account of your loan with us.

Very truly yours,

Assistant Secretary.

WHS:MC
Banking

November 6th 1934.

Mr. A.B.Duane,
P.O. 1400,
Miami, Florida.

Dear Sir:

Your letter of October 23rd addressed to Mr. Griffith has been handed to me for attention.

Mr. Griffith has not forgotten your kind services as well as those rendered by Mr. Schupp and will give the matter his consideration in due course since at the present time he is very busy completing another motion picture production.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Cordwell Oklahoma.
Nov- 8- 1924.

Mr D.W. Griffith,
Mamaroneck N.Y.
Mr Griffith- The other night I saw the play ''The Birth of A Nation'' It was A good play but was turned thru too fast for one to grasp the , Beauty, the good of the play, your actors are wonderfull , as well as the story , I was indeed proud of the hundreds of compliments that were passed.
Mr Griffith why dont you answer my number of letters that I have written to you concerning the Story that I sent to you over A year ago, I have hoped to receive A check for it surely you have used it or you would return it , I had received A large number of names of different picture companies and I selected you as my first tryal, and I would be glad to receive A return letter bearing my check for the story.
I certainly have A good one in mind now it is almost real, and I have never saw any exactly like it One of the dearest girl friends of my life married A mexican to save her Mothers feet, etc, such as horrors, of that life-longing for freedom.
I shall be glad to hear from you , ooh,as my old home is in eastern Ohio, I am intending to visit there this winter and should consider it A pleasure to visit your Studio.

Respectfully
Marie Lance.

Returned January 29/25

4 Pushed Back

LEAMINGTON GOLF CLUB INC.
GREENSTEN NATIONAL BANK BUILDING
BROOKVILLE, N. Y.
TELEPHONE 1400 BROOKVILLE

November 9, 1924.

Albert H. T. Banzhaf,
130 West 42nd St.,
New York City.

Dear Mr. Banzhaf:

I was taken ill on Wednesday evening and have been unable to leave the house since. I stopped to see you on Wednesday for a little chat. The arrangement you suggested and to which I agreed appeared at first blush to be quite fair and equitable, but on thinking it over it seems hardly probable that it will work out so. Suppose, as is most likely, an opportunity is presented to sell on the easy payment plan. If nothing better presents itself and I accept I will then be in position of having paid in cash the amount necessary to clear up the property and the $2000 to you and will have to wait a long period of time before I get back even these sums and will then have to divide the amount eventually realized. Just what the present worth of such a contract would be in cash is open to question, and we could not afford to have a dispute about it. It is almost certain that no cash sale would ever be made and the arrangement we have made if it stands, would almost certainly lead to the rejection of offers or any other basis. Will you please talk it over and let me know if it would not be satisfactory to change the arrangement so that by increasing the original proposition by 10% the matter can be closed finally on that basis. I think the amount previously offered is as much as the situation warrants, but I should rather increase it by 10% than have conditions attached which might lead to a possible difference of opinion hereafter and which would in any event somewhat embarrass me by limiting the conditions on which I could sell the property.

I have had a $10,000 loan called which I had to pay. Will get in some money by the end of this week. My illness has prevented my proceeding more expeditiously.

Very truly yours,

W. R. Ogleby
S.

WRO:S

November 5th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

Your attention has already been called to your default in the terms of your contract with Mr. Powers whereby you were to make payment to him of $20,000 weekly the first of which was due on October 6th, 1924. This default occurred during Mr. Powers' absence in Europe and is still continued.

Therefore, you understand that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

W. Levy

Secretary to Mr. Powers

L-K

C. C. To Albert H. T. Banzhaf Esq.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Class of Service Desired	
Fast Telegram	
Day Letter	
Night Telegram	
Night Letter	X

The rates and rules in effect in the case of Fast Telegrams, Day Letters, Night Letters and Cablegrams are in the tariffs.

Reference Number

Check

Time Filed

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 4

NOVEMBER 7 1924

HOLD FOR ALBERT H T BANSHAF
HOTEL AMBASSADOR
LOS ANGELES CALIFORNIA

AUSTRIAN WANTS IMMEDIATE CASH PAYMENT OR NOTE FOR ONETHOUSAND PAYABLE THIRTY DAYS AND ANOTHER NOTE ONETHOUSAND PAYABLE SIXTY DAYS BALANCE PAYABLE AS YOU SUGGEST STOP MPPING PHONED HAD RECEIVED FOLLOWING CABLE FROM GREY QUOTE ARRANGE WITH NOVELLO NINETHOUSAND PAYMENTS TO BE MADE AS IN BANSHAFS CABLE NED QUOTE MPPING STATES KNOWS NOTHING AT ALL ABOUT NOVELLO MATTER AND UP TO YOU SEE THAT ANY NOTES GIVEN ARE PAID STOP OGLESBY WRITES WOULD PREFER INCREASING TWOTHOUSAND BY TEN PERCENT IN LIEU PERCENTAGE ARRANGEMENT ON PROFITS PLEASE ADVISE EARLY CONVENIENCE REGARDS

RICHTER

charge Banshaf 130 W 42nd Street

November 7th 1934.

Mr. W.H. Oglesby,
Leewood Golf Club,
Bronxville, New York.

My dear Sir:

Your letter of the 5th inst. has been received in Mr. Hanshaf's absence, he having left for Los Angeles on Wednesday last.

I will communicate with Mr. Hanshaf when he arrives at Los Angeles, which I believe will be about Monday, November 10th, and upon receipt of his answer as to the proposition submitted by you I shall be pleased to advise you at once.

Very truly yours,

R/C DM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Schlesinger & Schlesinger
Counsellors at Law

HARRY H. SCHLESINGER
WALTER V. SCHLESINGER
TELEPHONE NUMBER CHELSEA 1337

National City Bank Building
Madison Avenue & 42nd Street
New York

November 7th., 1924.

Albert H.T. Bunshaf, Esq.,
150 West 42nd Street,
New York City.

Dear Sir:- Re:- Pease vs. Griffith

We note we have not heard from you in respect to the above matter.

Kindly give same your immediate attention and communicate with us forthwith.

Very cordially yours,

Schlesinger & Schlesinger
By

LJ.

KOHLMAN & AUSTRIAN
[illegible] Street
NEW YORK

171

November 7th
1924

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Sir: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

Immediately on the receipt of your letter dated November 3d, 1924, on the 6th inst., we telephoned to your office to discuss with you certain features of the proposition detailed in your letter. We were informed by your secretary, Mr. Richter, that you had left the City.

We should like to discuss this offer which you have made with you, and would therefore like to hear from you at your early convenience. We appreciate that the offer in your letter of the 3d inst. is made entirely without prejudice to the rights of either party.

Yours very truly,

Kohlman & Austrian

6-AWB

November
Seventh
1924.

Walter J. Wanger, Esq.,
c/o Famous Players-Lasky Corporation,
2400 Fifth Avenue,
New York City.

Dear Mr Wanger:

I have your letter enclosing note from Mr Gilbert Miller regarding Miss Muriel Hope. As you know, just now I am very busy assembling, titling and trying out my picture in several small towns preparatory to the Broadway presentation. In a few weeks I will be finished, and will then be in my New York office and have more time. If you will send me a line at that time, or have your secretary telephone me, I shall be very glad to see Miss Hope.

With best wishes, believe me

Yours sincerely,

November
Seventh
1924.

Mr F. M. Rust,
Indiana State Secretary,
The League of Nations Non-Partisan Association,
1200 City Trust Building,
Indianapolis, Ind.

Dear sir:

Your letter to Mr Griffith, of October 25th, addressed in care of the United Artists Corporation, was only received at the studio yesterday.

Mr Griffith is unable to furnish you with an copy of the "original scenario" of "The Birth of a Nation." Strange as it may seem, there never was any real scenario for this picture, and for several others of Mr Griffith's biggest productions. Before starting his pictures, Mr Griffith digests them so thoroughly that he frequently works without any scenario at all.

Yours respectfully,

Personal Representative
of Mr Griffith.

Bill of Sale

D. W. Griffith's

Boat

Jan 7 1924

Not signed in ink

KNOW ALL MEN BY THESE PRESENTS:

That I, D.W. GRIFFITH of Mamaroneck, State of New York, party of the first part, sole owner of the Orienta One Design, Sloop Yacht THANE , for and in consideration of the sum of One ($1.00 Dollar and other valuable considerations to me in hand paid by NEWBOLD L. HERRICK of New York, State of New York, party of the second part, have bargained and sold and by these presents do grant and convey unto the party of the second part, the said Sloop yacht THANE , with all of her equipment appertaining and belonging to the said boat, free and clear of any liens or encumbrances.

TO HAVE AND TO HOLD said sloop belonging unto the said party of the second part, and I do for myself, my heirs, executors and assigns covenant to and with the said party of the second part, warrant and defend the sale of the said boat against all and every person and persons whomsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of November, in the year One Thousand Nine Hundred and Twenty-Four.

SIGNED and DELIVERED
IN THE PRESENCE OF:-

Harry C. Dishay

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } ss:

BE IT KNOWN, that on the 7th day of November, 1924, personally appeared before me, D.W. GRIFFITH, and acknowledged the within instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of November, A.D. 1924.

D.W. Griffith

Harry E. Fishay
Notary Public
for Westchester Co. N.Y.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

TELEGRAMS TO ALL AMERICA

CABLEGRAMS TO ALL THE WORLD

Class of Service Desired	
Fast Telegram	✓
Day Letter	
Night Telegram	
Night Letter	

The rates and rules in force upon the line of office origin, where not through, will be observed in this service.

Reference Number

Check

Time Filed

Standard Time

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

Form 1

November 6 1924

Play
105A

ROBERT BIGGS
804 UNION TRUST BLDG
BALTIMORE MARYLAND

WOULD APPRECIATE RECEIVING GRIFFITH CHECK BY TUESDAY

BANZHAF

charge Banzhaf 130 W 42nd Street

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. F. MANSHAP, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

November 6th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
One Exciting Night		34		
Way Down East		127		
Birth of A Nation		10965		
Orphans of the Storm		25140		
Dream Street		24		
Love Flower		10128		
Picture U-8			12160	3764
	0	46418	12160	3764

Eastman Positive - 58578

Eastman Negative - 3764

NAVAL ARCHITECTS
MARINE ENGINEERS

YACHT BROKERS
MARINE INSURANCE

COX & STEVENS

CUNARD BUILDING — 25 BROADWAY

NEW YORK Nov. 6th, 1924.

D.W. Griffith, Inc.,
Oriente Point,
Mamaroneck, N.Y.

Attention Mr. Bantel

Dear Sir:-

I regret very much to bother yourself and Mr. Griffith further regarding the Bill of Sale covering the sale of the Sloop Yacht "THANE", but Mr. Griffith signed the Notary Acknowledgment instead of the Bill of Sale.

Enclosed herewith you will please find Bill of Sale signed by Mr. Griffith in the wrong place, together with another one, which we would appreciate very much your having signed where marked.

Yours very truly,

COX & STEVENS

By J.F. Perry

JFP.amc
encl.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of words, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1924 NOV 9 PM 11 00

SJ66 34 NL

LOSANGELES CALIF 9

ALBERT H T BANZHAF

130 WEST 42 STREET NEWYORK NY

HAVE HPPING CONFER WITH GRIFFITH REGARDING AUSTRAIN MATTER PAY NO CASH FIRST NOTE SIXTY DAYS TWO THOUSAND (STOP) OGLESBY REFER GRIFFITH BELIEVE SHOULD ACCEPT ASK TWENTY FIVE HUNDRED CASH STOP DID GAGE PAY REGARDS

BANZHAF.

1911

November 10, 1924

Messrs. Kahlman & Austrian
87 Cedar Street
New York City

Re Novelle vs. Griffith, Inc.

Gentlemen:

Referring to yours of the seventh instant, I wish to advise that in response to a telegram sent to Mr. Banzhaf at Los Angeles, in reference to the above entitled action, I have received a telegram from Mr. Banzhaf stating that it is inconvenient, at this time to pay any cash on account of the settlement of the above entitled action, and that the best that can be done, at the present time, is to give you the notes as stated in Mr. Banzhaf's letter of the third instant.

In view of the fact that you state that our last day to answer is on the thirteenth instant, though we have been advised by our Baltimore correspondent and the clerk of the court that our time to answer is up on the first Tuesday of December, and in order to prevent any default, I am enclosing herewith stipulation extending our time to answer to and including the second day of December, which I would appreciate your signing and returning to us.

Thanking you for your courtesy attention in this matter, I remain,

Very truly yours,

RR:EC
Enc. 1

Sent 3 copies of stipulation

HHA

November 10, 1934

Messrs. Schlesinger & Schlesinger
Madison Avenue & 42nd Street
National City Bank Building
New York City

Re Dange vs. Griffith

Gentlemen:

Referring to your favor of the seventh instant, I wish to advise that Mr. Saushaf is, at present in California, and is expected to return to this city in about three weeks, at which time your letter will be called to his attention.

Very truly yours,

RP:MC

ROBERT BIGGS
ATTORNEY AT LAW
806 UNION TRUST BUILDING
BALTIMORE, MARYLAND

101A

November 10, 1924.

Mr. Albert H. Ranshaf,
130 West 42d Street,
New York City.

My dear Sir:

Your telegram with reference to the D. W. Griffith, Incorporated claim against the estate of Daniel Shea, received.

I sincerely hope that I have not been guilty of any professional oversight in this matter, but I had been in correspondence with Mr. Donlan and finally with the Griffith firm direct, and when the account in the Shea estate was finally stated and the balance of $1043.64 ascertained, I remitted the amount to the firm and have received their acknowledgment of the check.

Trusting this explanation will be entirely satisfactory, I remain,

Yours very truly,

Robert Biggs

RB*RG

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES, CAL.

1924 NOV 11 PM 2 07

NA373 51 NL

NEWYORK NY 11

A H T BANZHAF

525

HOTEL AMBASSADOR LOSANGELES CALIF

PARTIES WE DEALT WITH LAST TIME TURNED DOWN DEAL STOP PARTY THINKS POSSIBLE GET OTHER PARTIES INTERESTED THEY TO GET BONUS NINETY TWO THOUSAND STOP THIS BESIDES FIVE THOUSAND TO NEGOTIATOR AND FIVE TO B STOP THIS TERRIBLY HIGH IS THERE POSSIBILITY YOUR PARTIES LOSANGELES DOING ANYTHING THINGS DESPERATE WIRE REGARDS

E.

P. A. POWERS
723 SEVENTH AVE.
NEW YORK

November 11th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

You understand of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

M B Levy

L-K Secretary to Mr. Powers.

C. C. To Albert H. T. Banshaf Esq.

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

171

November 11th
1924

Albert H. T. Banzhaf, Esq.
130 W. 42d Street
New York City

Dear Sir: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

We are communicating with Mr. Novello by cable for authority to close the matter in controversy along the lines of Mr. Banzhaf's letter to us of November 3d. On receipt of word from him we shall forward to you the promissory notes which we are now preparing, and ask that you kindly arrange to have them executed on November 13th by the duly authorized officers of the Griffith corporation, and to have them endorsed by Mr. D. W. Griffith personally.

We are informed by our Baltimore correspondent that your client has until the first Tuesday in December to answer the above suit. For that reason we are not signing the stipulations which you have sent us but return them herewith.

Yours very truly,

Kohlman + Austrian

6-AWB

3 Encs.

KERMAN FILMS, INC.
729 SEVENTH AVE.
NEW YORK CITY

BRYANT 8878

NOW AVAILABLE
WESLEY BARRY
IN
HIS OWN LAW

D. W. GRIFFITH'S
MASTERPIECE
JUDITH OF BETHULIA
STARRING
BLANCHE SWEET
LILLIAN GISH
DOROTHY GISH
HENRY B. WALTHALL
MAE MARSH

Nov. 11,

Miss Conway
Griffith's Office
1476 Broadway
New York NY.

Dear Madam,

Kindly have a print of "Judith of Bethulia" delivered to this office on Monday Nov. 17.

Very sincerely yours,
Joe Kerman
KERMAN FILMS INC.

LH

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. REVERSON, PRESIDENT
VICE-PRESIDENTS
THEO. P. SMITH C. T. LIBERT
J. S. WALKER C. E. BOSWORTH
J. S. THAYER E. A. SMITH
F. J. FULLER E. A. MUNTON
ROGER WHITTLESEY
H. FERGUSSON, VICE-PRES. & SEC.
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

November 11, 1934.

J. C. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that on November 10, we received from the United Artists Corporation, checks aggregating $15,028.73, which amount we have applied on account of your loan with us.

Very truly yours,

Assistant Secretary.

WHS:MC
Banking

Hollywood, California,
November 14, 1924

MEMORANDUM

Producers agree to furnish pictures as follows:

PICKFORD = minimum of two each year = probably three each year
FAIRBANKS = minimum of one each = probably three in two years
CHAPLIN = minimum of one each year
griffith = minimum of one each year
GOLDWYN = minimum of two each year, first picture to be delivered in November 1925; probably three each year thereafter

Mr. Chaplin agrees to deliver his picture to the United Artists by January 1, 1925.

Mr. Fairbanks agrees to deliver "Beyond" to United Artists by January 1, 1925.

Mr. Chaplin agrees that in case of successful road show a reasonable percentage to go to distributor. Agrees to give world rights of his next picture to United Artists; the turning over of foreign rights of second picture to be dependent upon foreign revenues from first picture.

ALL producers agree to a twenty-five (25%) percent distribution charge on all contracts on all pictures taken after December 31, 1924.

ALL producers agree to furnish $25,000.00 each, as additional stock subscriptions, as required by the United Artists.
Action
~~Ruling~~ of manager of United Artists may be vetoed by sixty per cent vote of directors.

MEMORANDUM OF AGREEMENT (each copy to be considered for all purposes as an original), made and entered into on the 11th day of November, 1934, by and between Mary Pickford Fairbanks, known as Mary Pickford, hereinafter designated as Miss Pickford, of 7800 Santa Monica Boulevard, Hollywood, California, party of the first part, Joseph M. Schenck, 7869 Hollywood Boulevard, Hollywood, California, on behalf of himself and Norma Talmadge Schenck, known as Norma Talmadge, hereinafter designated as Mr. Schenck, party of the second part, Charles Chaplin, 1420 La Brea Avenue, Hollywood, California, hereinafter designated as Mr. Chaplin, party of the third part, Douglas Fairbanks, 7200 Santa Monica Boulevard, said Hollywood, party of the fourth part, and David W. Griffith of Mamaroneck, County of Westchester, State of New York, hereinafter designated as Mr. Griffith, party of the fifth part, and United Artists Corporation, a corporation duly organized under the Laws of the State of Delaware, and having its principal place of business at 729 Seventh Avenue, City of New York, hereinafter designated as United Artists, party of the sixth part,

W I T N E S S E T H:

WHEREAS, Miss Pickford, Mr. Chaplin, Mr. Fairbanks and Mr. Griffith have heretofore entered into, executed, and delivered certain contracts with the United Artists Corporation for the distribution of certain motion picture photoplays described in said contract, and are the owners of all of the preferred and common stock now issued and outstanding of said corporation, except certain stock of said corporation which has been assigned by Mr. Griffith to D. W. Griffith, Inc. to which corporation Mr. Griffith has notified the United Artists Corporation he has assigned his aforesaid contract with the United Artists Corporation pursuant to the terms, provisions, and conditions of that contract relative to the privilege of its assignment, and,

WHEREAS, Mr. Schenck and Miss Talmadge have agreed to enter into a contract similar in terms, conditions, and provisions to

the contracts heretofore referred to between the aforesaid parties to this agreement and the United Artists Corporation for the distribution of their motion picture photoplays, as such contracts shall be modified and extended in the manner hereinafter provided, and,

WHEREAS, the parties hereto, individually, or through their duly authorized representatives have duly met on the 11th day of November, 1924, at the Pickford-Fairbanks Studio, 7800 Santa Monica Boulevard, Hollywood, California, and at such meeting did agree to modify and extend their respective contracts with the United Artists Corporation in the manner hereinafter set forth, and,

WHEREAS, the parties hereto desire to reduce into written and binding form their aforesaid agreements with the United Artists Corporation, and with themselves,

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for the sum of ONE DOLLAR, each to the other in hand paid, receipt of which is hereby respectfully acknowledged by each of the parties hereto in favor of the other, as agreed by the parties hereto as follows,

FIRST:

That Miss Pickford, Mr. Fairbanks, individually, and the United Artists Corporation agree to extend the period of their present contracts subject to the number of motion picture photoplays to be delivered by Miss Pickford to the United Artists Corporation for and during such extended period shall be not less than two (2) per year, and by Mr. Fairbanks not less than one (1) in each year, and three (3) in each two years of the period of such extension, and subject to the modifications hereinafter set forth for the period from the date hereof, and terminating on the first day of September 192__.

Mr. Chaplin and the United Artists Corporation acknowledge their present contract to be binding and in full force except that the number of motion picture photoplays that Mr. Chaplin is obligated to deliver to the United Artists Corporation for distri-

tution shall be five (5) instead of eight (8), and that the balance of the common stock of said corporation now held in escrow for the benefit of Mr. Chaplin shall be delivered to Mr. Chaplin in the proportions of one-fifth (1/5) of said amount upon delivery of each motion picture photoplay by Mr. Chaplin to the United Artists Corporation as in said contract provided, and Mr. Chaplin agrees to deliver not less than one (1) motion picture photoplay per year beginning at the date hereof, and the aforesaid five (5) motion picture photoplays within the extension of this agreement.

Mr. Griffith and the United Artists Corporation agrees to deliver not less than one (1) in each year, and three (3) in each two years of the period of such extension, subject, however, that in the event of the Court of Law or Equity deciding that his aforesaid corporation and himself are obligated to fulfill a certain contract entered into by them or either of them, with the Famous Players-Lasky Corporation, pursuant to which Mr. Griffith is to direct three (3) motion picture photoplays for that corporation, that this agreement is suspended for and during the period required of Mr. Griffith to fulfill his services, pursuant to said contract, and that Mr. Griffith agrees to deliver a true and accurate copy of the aforesaid contract with the Famous Players-Lasky Corporation, to the Chairman of the Board of Directors of the United Artists Corporation with in fifteen days from the execution of this agreement. The period of this agreement shall be from the date hereof, terminating on the 1st day of Sept. 192-

Mr. Schenck agrees individually, and on behalf of Miss Norma Talmadge, with United Artists Corporation, and with each of the parties hereto, to enter into and execute and deliver in the names of Mr. Schenck and Norma Talmadge, with the United Artists Corporation, a contract forthwith similar in terms, conditions, and provisions ~~similar~~ to contract between Miss Pickford and United Artists Corporation, for the distribution of the motion pictures to be produced by Mr. Schenck with Miss Norma Talmadge portraying the leading female role, for the period beginning on the first day of November, 1925, and continuing until the first day of September, 192_, and to consist of not less than motion picture photoplays, to deliver at least two (2) per year to the United Artists Corporation. Mr. Schenck is to receive,

on behalf of Miss Norma Talmadge, and himself, the same number of shares of common stock of the United Artists Corporation, to be delivered in the same manner and to be subject to all of the same terms, provisions and conditions as the common stock of said corporation, which is delivered to the other persons to this agreement, and Mr. Schenck agrees to subscribe, and by these presents does subscribe for the same amount of preferred stock of said corporation as the aforesaid Miss Pickford, Mr. Fairbanks, Mr. Chaplin, and Mr. Griffith, and to pay the sum of THIRTY THOUSAND ($30,000.00) DOLLARS forthwith into the treasury of the United Artists Corporation to equalize the subscription already paid by each of the aforesaid persons for the preferred stock of said corporation, and to pay further subscription as and when the same are called by the Board of Directors of the United Artists Corporation.

-Second-

IN ORDER TO IMPROVE THE ~~BUSINESS AND FINANCIAL CONDITIONS~~ Financial Conditions and the Business OF THE UNITED ARTISTS CORPORATION, NOW BEING DONE BY THE UNITED ARTISTS CORPORATION;

Mr. Fairbanks agrees to close the road shows of his motion picture photoplay "THE THIEF OF BAGDAD", and deliver the same for distribution purposes to the United Artists Corporation not later than January 1,1925.

Mr. Chaplin agrees to devote his best efforts to complete the present motion picture photoplay in which he is engaged in producing, and which is nearly completed, and to deliver the same to the United Artists on or about January 1,1925, and agrees not to road show it, as this term is used theatrically, except certain so-termed "key centers" of the United States, not exceeding six cities of population not more than 250,000 each.

The parties hereto agree to modify their respective existing contracts from the date hereof to the termination of the extended period of those contracts, in the following manner:

(a) That the license to distribute the motion picture

photoplays of the parties hereto, granted to the United Artists Corporation and its subsidiary corporations, shall extend to all parts of the world, and shall be subject to the charges for distribution and the terms, conditions, and provisions prevailing in the existing contracts between Miss Pickford and the United Artists Corporation, Mr. Fairbanks and the United Artists Corporation, Mr. Chaplin and the United Artists Corporation, for the motion picture photoplay "THE WOMAN OF PARIS". By the "United Artists Corporation" as used in this paragraph is meant the United Artists Corporation and its subsidiary corporations now operating and doing business, and which may be created by the United Artists Corporation for the transacting of business in the various parts of the world.

It is agreed that in the event of the financial returns procured from the marketing, exploitating, and turning to account for exhibition purposes the motion picture photoplay of Mr. Chaplin, about to be delivered to the United Artists Corporation, not being reasonably satisfactory to Mr. Chaplin, that he will have the right to market his subsequent motion picture photoplays in parts of the world, other than United States of America, Dominion of Canada, Mexico, Cuba, and other parts of the North American hemisphere, through persons or corporations other than the United Artists Corporation or its subsidiary corporation, providing he gives written notice to the United Artists Corporation to that effect at least sixty (60) days prior to delivery of the second motion picture photoplay that he is about to deliver the United Artists Corporation for distribution purposes subsequent to the date hereof.

All parties hereto agree that the charge for distribution in the United States of America shall be on the basis of 25% to the United Artists Corporation, and 75% to the respective owners of each of the photoplays of Miss Pickford, Mr. Fairbanks, Mr. Chaplin, Mr. Griffith, and Mr. Schenck, beginning upon all contracts taken by the United Artists Corporation after January 1, 1925, in the United States of America, and that the terms for distri-

bution of other parts of the world that now prevail shall continue for and during the period of the extended agreements; that in the event of any owner of a motion picture photoplay deciding to road show, as the term is understood theatrically, his motion picture photoplay subsequent to January 1, 1926, he shall pay to the United Artists Corporation a percentage of the profits derived from such road showing of such photoplay within thirty (30) days from the closing of his road show of such motion picture photoplay, the amount of such percentage to be determined by the Chairman of the Board of Directors of the United Artists Corporation and the owner of such photoplay, and upon their failure to agree upon such amount, to be arbitrated by an umpire, to be selected by them. In the event of their failing to agree upon an umpire, then the umpire shall be selected by the Board of Directors of the United Artists Corporation, and the percentage of such provision to be paid to the United Artists shall not exceed, in any event, ———————— per cent. except with the consent of the owner of the picture first had and obtained in writing.

- Third -

Miss Pickford, Mr. Fairbanks, Mr. Chaplin, Mr. Griffith and Mr. Schenck agree to pay to the United Artists Corporation, as and when the Board of Directors may determine, and at such times as they do determine, the sum of TWENTY FIVE THOUSAND ($25,000.00) DOLLARS each, ~~in payment~~ on account of their respective subscriptions to the preferred stock hereinbefore described, of the United Artists Corporation.

The parties hereto do hereby ratify and confirm the action of the Board of Directors of the United Artists Corporation in increasing the number of the Board of Directors from five to six, and electing Mr. Joseph M. Schenck as a member of the said Board of Directors, and they do hereby agree to cause to be created the office of Chairman of the Board of Directors, with full charge of the administration of the business affairs of the corporation, except the distribution of the motion picture photoplays, which shall be in charge of the General Manager of the corporation, who shall select the personnel and determine the compensation to be paid to the employees engaged in the selling of motion picture photoplays, such compensation to be subject to the approval of the Chairman of the Board of Directors, the action

of the Chairman of the Board of Directors to be binding upon the corporation except when the same is disapproved by Directors representing at least sixty (60%) percent of the ownership of the common and preferred stock of the corporation.

Mr. Schenck accepts the position of Chairman of the Board of Directors and agrees to perform his duties to the best of his ability, and agrees that no compensation is to be paid to him for such services prior to January 1, 1927, when the Board of Directors may determine what compensation Mr. Schenck will receive for the services already rendered by him, such compensation to be determined from and paid out of net profits of the corporation.

FOURTH:

The parties hereto agree that this contract shall in no way avoid a certain memorandum executed by the corporation and by Mary Pickford Fairbanks, Douglas Fairbanks, David W. Griffith, Charles Chaplin, by his attorney Nathan Burkan, dated the 28th day of March, 1924, and is intended to supplement such memorandum.

Miss Pickford, Mr. Fairbanks, Mr. Chaplin, and Mr. Schenck agree that in the event of Mr. Griffith, individually, or the aforesaid corporation known as D. W. Griffith, Inc., not consenting to, or executing this agreement, or other agreements embodying the terms, provisions, and conditions of this agreement, that this agreement shall be binding upon those who sign it, and the United Artists Corporation agrees to proceed promptly to enforce its existing contracts with the said D. W. Griffith.

THIS MEMORANDUM is binding upon the parties hereto, their respective representatives, and assigns.

_____

_____

_____

_____

_____

_____

_____

11(A

November 14, 1924

Mr. T. H. Delaney
Tremonton National Bank Bldg.
Brownville, New York

Dear Mr. Delaney:

Your letter of the fifteenth instant has been received in Mr. Bouchaf's absence, he having left for California on Wednesday last. I have, however, communicated your proposition to Mr. Griffith, and he will sell you the hands for twenty-five hundred ($2500) dollars, if the matter can be closed by next week.

Will you kindly let me hear from you at your early convenience in reference to this matter, and oblige

Very truly yours,

MC:DC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CABLE ADDRESS : COLGRESS

Liberty

A Weekly for Everybody

JOHN N. WHEELER
Executive Editor

EDITORIAL OFFICE
247 Park Avenue
Telephone [illegible]
~~EDITORIAL OFFICE~~
~~20 PARK PLACE~~
~~PHONE BARCLAY [illegible]~~

NEW YORK, N. Y.

November 11, 1934.

Mr. D. W. Griffith,
Orients Point,
Mamaroneck, N. Y.

My dear Mr. Griffith:

Someone told me that you plan to return to California to make pictures. I don't know whether this information is reliable. I wonder if this changes the situation any so you could begin to consider the story we discussed?

I hope things are going well with you. I want to thank you again for the very pleasant evening I spent when I dined at your studio.

Sincerely yours,

LIBERTY WEEKLY

John N. Wheeler

JNW:D

1474

C O P Y

November 11th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

You understand of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

W. B. Levy

L-K Secretary to Mr. Powers.

C. C. To Albert H. T. Banshaf Esq.

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SB25 1 24 1 NL 1/71

1924 NOV 12 AM 12 42

LOSANGELES CALIF 11

D W GRIFFITH **X0412**

CARE A H T BAMBHAF 130 WEST 42 ST NEWYORK NY

HAD MEETING OF ARTISTS TODAY THEY DECIDED TO HOLD YOU UNDER ALLEGED CONTRACT FOR THREE MORE YEARS AFTER DELIVERY OF YOUR NEXT PICTURE STOP SCHENCK HAS AGREED TO JOIN THE UNITED ARTISTS AND BECOME BUSINESS MANAGER OF SAME ABRAMS TO CONTINUE IN FULL CHARGE OF DISTRIBUTION AS FORMERLY AND SCHENCK TO DELIVER NOT LESS THAN TWO NORMA TALMADGE PICTURES PER YEAR BEGINNING NEXT NOVEMBER DOUG WILL DELIVER THIEF OF BAGDAD TO

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

1924 NOV 12 AM 12 42

SB253 SHEET 2/99

THE UNITED ON OR BEFORE JANUARY FIRST CHAPLIN WILL DELIVER HIS NEW PICTURE ABOUT JANUARY FIRST AND AT LEAST ONE PICTURE PER YEAR STOP MARY WILL DELIVER NOT LESS THAN TWO PICTURES PER YEAR DOUG WILL DELIVER NOT LESS THAN ONE AND A HALF PICTURES PER YEAR AND YOU ARE EXPECTED TO DELIVER NOT LESS THAN ONE PICTURE PER YEAR SCHENCK AGREES TO FINANCE AT YOUR OPTION ONE OF MORE PICTURES FIRST ONE TO BE MADE HERE UPON TERMS TO BE MUTUALLY AGREED UPON AND IF YOU CANNOT AGREE PROPER DIVISION OF PROFITS TO BE LEFT TO OTHER ARTISTS

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

THE WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the check number of money, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

SE2E 3 SHEET 3/111

92A NON 12 AM 12 42

DISTRIBUTION TO BE FOR TWENTY FIVE PERCENT UPON ALL CONTRACTS TAKEN AFTER NEXT JANUARY FIRST EACH OF THE ARTISTS TO PAY AN ADDITIONAL TWENTY FIVE THOUSAND DOLLARS INTO THE TREASURY OF THE CORPORATION AS REQUIRED BY ORIGINAL SUBSCRIPTION TO PREFERRED STOCK SCHENCK WILL PROVIDE THIS MONEY IF YOU AND HE ENTER INTO AGREEMENT FOR FINANCING YOUR PICTURES OTHERWISE SUBSCRIPTION CAN BE PAID AFTER LOANS ARE LIQUIDATED OTHER DETAILS BUT NOT IMPORTANT ARTISTS REQUEST THAT YOU CONTINUE WITH THEM AND GIVE VALUE TO EXTENSION SIGNED BY ALL LAST APRIL THEY WILL APPRECIATE YOUR WIRING ME YOUR INSTRUCTIONS PROMPTLY SO THAT I CAN HAVE SAME FOR MEETING ON THURSDAY ALL JOIN IN REGARDS TO YOU

BANZHAF.

LAW OFFICES OF
LOYD WRIGHT
606 608 610 CURRIER BUILDING
LOS ANGELES, CAL.

November 18th, 1924.

Mr. Albert H. T. Banshaf,
Attorney-at-Law,
130 West 42nd St.,
New York, N. Y.

Dear Mr. Banshaf:-

It has been some time since I have written you relative to the claim against the Forum Theatre. They are now in the process of trying to refinance and get the thing in a fair financial condition. I think however, we have waited long enough and suggest that you authorize me to bring suit.

Under the circumstances it appears to me that it would be better to file suit against the corporation for the amount due, and not attach, for I fear if we attach it would force the Finance Company to hold the first papers, or the Building Loan to foreclose. At the same time, I would suggest that we file a stockholders' liability suit.

The property is a very beautiful property and has been recently appraised by the State Banking Department at something over $950,000.00. The mortgage and loan company which loaned the money to erect the building holds first Trust Deeds amounting to $550,000.00. They are in a position at any time to foreclose, and for this reason I do not wish to attach or run up large costs in litigation if we can likely accomplish the same thing. They are after me every day nearly, to endeavor to interest the Griffith organization in this Theatre. They have the idea that Mr. Griffith would like to buy a valuable property for the small sum of $550,000.00.

If this meets with your approval, will you please have Mr. Gray forward me a check for $500.00 to defray the costs of filing these suits, as well as taking depositions and for retainer. The stockholders may be sued under California law at the same time the corporation is sued, and I feel that if we bring pressure to bear at this time, it will force them to consider us in their re-organization plans. They have had time to dispose of most of the smaller creditors. There are however, some $60,000.00 worth of mechanics' liens filed against the place, which I understand are to be refinanced in the way of junior mortgages or trust deeds.

Awaiting your further direction in the matter, and with kindest personal regards, I am,

Very truly yours,

Loyd Wright.

LW/AG

TELEPHONE 1888 BRONXVILLE

HOUSE PHONE 1888 TUCKAHOE

WOODSON R. OGLESBY
GRAMATAN NATIONAL BANK BUILDING
BRONXVILLE, N. Y.

November 12, 1924.

Miss R. C. Richter,
c/O Banzhaf & Pembleton,
130 West 42nd St.,
New York City.

Dear Miss Richter,

Answering your letter of the 11th inst: It appears from your letter that Mr. Griffith thinks I am trying to drive [redacted] a bargain with him for the bonds. This being the case I should prefer to work the matter out the best way I can and turn over to Mr. Griffith his proportion of the net proceeds. My only thought in offering to buy his bonds was to put the matter in such shape that I would be in position to accept any offer that seemed to me advisable, no matter what or how long the terms of payment, without having to consult the wishes or views of another interested party who might not be convenient of access at the time. The offer in my letter of the 15th inst. was for as much as I feel justified in paying for these bonds; but I do not wish to purchase them at all if it is not entirely satisfactory to Mr. Griffith.

Very truly yours,

W R Oglesby

WRO:S

TELEPHONE BRYANT 8888 CABLE ADDRESS: "GIAMATOGRA"

SOCIEDAD GENERAL CINEMATOGRAFICA

TUCUMAN 655, BUENOS AIRES

14

NEW YORK OFFICE:
1493 BROADWAY,
ROOM 505 706
JUAN KUNZLER

BANKERS
IRVING NATIONAL BANK
FIRST NATIONAL BANK OF BOSTON

NEW YORK. Nov. 12th, 1924.

Messs. Bomshafe Pembleton & Littick,
Counsellors at Law,
130 West 42nd St,
New York City.

Dear Sirs:

The writer acknowledges receipt of your letter of the 11th instant, of which due note has been taken.

The information you give in your letter regarding this concern having taken over the business of Jaeger & Mai is in error, and we are therefore unable to comply with your wishes .

Yours very truly,

SOCIEDAD GENERAL CINEMATOGRAFICA.
By Juan Kunzler Atty.

FEDERAL SECURITIES CORPORATION

231 SOUTH LA SALLE STREET

CHICAGO

November Twelfth
19 24

D. W. Griffith, Inc.,
New York, N. Y.

Gentlemen:

On October 29th I wrote you as follows:

> "I would like very much to find out what you consider the ability of Mae Marsh as an actress, and also whether she has any "screen value". I was referred to you by your Chicago office who were unable to give me this information, and will appreciate hearing from you provided it is not too much trouble to ascertain this."

As I desire very much to get this information, I will appreciate anything you can give me at your earliest convenience.

Very truly yours,

Paul Wilder

Paul Wilder
H

105A

November 18th 1924.

Mr. Robert Biggs,
604 Union Trust Bldg.,
Baltimore, Md.

Dear Mr. Biggs:

Referring to yours of the 10th inst., it was quite all right for you to send the check direct to the Griffith Company. However, the Company had not advised me that they had received this check until I called their attentio to your letter this morning.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Telephone Murray Hill 7818 9 7 8

Cable Address GASREID, New York

Auction 105 A+

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

Nov. 18, 1954

Sanshaf, Pembleton & Little,
120 West 42nd Street,
New York City.

Gentlemen:

We enclose herewith a duplicate of affidavit - original of which Mr. Sanshaf executed but has, presumably, been mislaid. Upon his return from California, will you have Mr. Sanshaf repeat this execution.

Very truly yours,

GASCOIGNE, REID AND COMPANY, INC.

By Cornelius Reid Jr.
Vice President

CJR:L

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Dlr
Night Message	Nmt
Night Letter	N L

If none of these three symbols appears after the address, this is a telegram. Otherwise the character or symbol indicating the class of service desired should be inserted after the address.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

AN ANSWER IS EXPECTED

By the sender of this message. Please give it to the messenger or telephone it to

WESTERN UNION

188

RECEIVED AT AMBASSADOR HOTEL, LOS ANGELES. PHONE WILSHIRE 4000.

7 G SH 41

31 NEWYORK NY 1048 A NOV 13 1924

A H T BANZHAF

HOTEL AMBASSADOR LOSANGELES CALIF

YOU MADE NO MENTION IN WIRE OF SIX HUNDRED FIFTY THOUSAND LOAN TO LIQUIDATE OUR PRESENT INDEBTEDNESS STOP BEFORE ABLE CONSIDER ANY PROPOSITION MUST HAVE DEFINITE ANSWER ON THIS STOP THIS WIRE SENT AT MR GR REQUEST ANSWER QUICK HERE REGARDS

A L GREY

837A

Form 1228A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY (N.T. 11/13/24)

R LOS ANGELES CALIF 13 128P

A L GREY
LONGACRE BLDG 42 ST & BROADWAY NEWYORK NY

JOE BELIEVES THAT HE CAN GET LOAN SIX HUNDRED THOUSAND BUT WANTS TO NEGOTIATE DIRECT STOP WE CANNOT DICTATE TERMS STOP WE NEED NOT FEAR OUTCOME LITIGATION IF WE SHOULD WITHDRAW FROM UNITED BUT IF WE WITHDRAW THEY WILL CEASE ALL PAYMENTS TO BANK UNTIL OVER PAYMENTS ARE PLAYED AND EARNED SUCH ACTION WOULD BE FATAL STOP ABRAMS WOULD DEMAND PAYMENT OF HIS GUARANTEE BALANCE JACOBS LOAN STOP AFTER LAWSUITS BANKRUPTCY AND RECEIVERSHIPS NOTHING WOULD REMAIN EXCEPT DISGRACE PERSONALLY BELIEVE RAISING QUESTION OF LOAN MISTAKE AT THIS TIME BECAUSE IF DEAL IS CLOSED WE CAN FORCE UNITED TO LOAN US ENOUGH WEEKLY TO TAKE CARE OF PRESSING OBLIGATIONS AND IF NOT UNITED BECAUSE OF NEW

Charge to the account of _____ $ _____

Form 1204

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

DEAL WILL BE REESTABLISHED IN MINDS OF LOAN GROUP AND WE WILL BE ABLE TO DEAL ON BETTER TERMS THAN THOSE ALREADY OFFERED WHICH FELL DOWN BECAUSE OF UNCERTAINTY OF UNITED FUTURE STOP UNLESS YOU CAN ARRANGE WITH FAMOUS TO TAKE OVER ALL OBLIGATIONS IRRESPECTIVE LITIGATION WITH UNITED

B

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

Form 1204

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 498 MAIN ST., NEW ROCHELLE, N. Y.

148FY HS 53 2 EXTRA

R LOSANGELES CALIF 1214P NOV 13 1924

TELEPHONE NO. 1190
TELEPHONED TO Mrs. Ashcraft
TIME 3 50 P
BY GP TO BE mail

D W GRIFFITH

MAMARONECK NY

IN OUR LAST BUSINESS CONFERENCE IT WAS STIPULATED THAT WE SHALL USE NO INTERMEDIARIES BUT DEAL DIRECTLY STOP CONSEQUENTLY AM DISPOSED NOT TO CONSIDER GRAYS TELEGRAM TO BAHNZOFF REGARDING LOAN STOP IF YOU WILL WIRE ME DIRECTLY JUST WHAT YOUR REQUIREMENTS ARE WILL STILL TREAT YOUR WIRE STRICTLY CONFIDENTIAL AND WITHOUT PREJUDICE

JOSEPH SCHENCK UNITED STUDIOS

341P

Mr Griffith
service file

Form 1204

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the time of receipt in the text, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the time of receipt in the text, this is a telegram. Otherwise the character indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "WU"

D123N J 16

TEXARKANA ARK 240P NOV 13 1934

D W GRIFFITH

CARE ALBERT GREY LONGACRE BLDG FORTY SECOND ST NEWYORK NY

WILL YOU HONOR US WITH YOUR PRESENCE OPENING SAENGERS NEW THEATRE TEXARKANA TUESDAY EVENING NOVEMBER EIGHTEENTH

TEXARKANA TEXAS CHAMBER OF COMMERCE

412P

phoned
Mr Griffith
11/14/34

United Artists Corporation

503 Lock Arcade
Minneapolis, Minn.

NOVEMBER 13th
1924

Miss C. Conway,
c/o D. W. Griffith, Inc.,
Long Acre Bldg.,
New York City, N. Y.

Dear Miss Conway:

As per your wire we shipped the print of JUDITH yesterday direct to you, which we trust is satisfactory.

For your information, this print was sent us by Mr. Weinberger, and we paid a COD express charge of $1.46 on it when it came here from Omaha. Will you kindly forward your check to cover this amount in order that we may balance our petty cash.

With kindest regards and best wishes, I am

Yours very truly,

UNITED ARTISTS CORPORATION

Thos. J. McAvoy

T. J. McAvoy,
Branch Manager.

Ck #13

M-S.

KEEP THIS FOR REFERENCE →

The special productions listed on this list are ready for your immediate booking

DOUGLAS FAIRBANKS in Robin Hood	11	Reels
CHARLES CHAPLIN'S A Women of Paris	6	Reels
JACK PICKFORD in The Hill Billy	7	Reels
MAE MARSH in A Woman's Secret	7	Reels
MADGE BELLAMY and MATT MOORE in No More Women	6	Reels
EVELYN BRENT and MONTE BLUE in Loving Lies	7	Reels
MARY PICKFORD in Rosita	9	Reels
WALLACE BEERY in Richard the Lion Hearted	6	Reels
DOUGLAS FAIRBANKS in The Mark of Zorro	8	Reels
D. W. GRIFFITH'S White Rose	9	Reels
MAE MARSH in Paddy-the-Next-Best-Thing	6	Reels
BEN TURPIN in The Shriek of Araby	5	Reels
CHARLES RAY in The Girl I Loved	8	Reels
MABEL NORMAND in Suzanna	6	Reels
NAZIMOVA in Salome	6	Reels
D. W. GRIFFITH'S One Exciting Night	11	Reels
JACK PICKFORD in Garrison's Finish	8	Reels
MARY PICKFORD in Tess of the Storm Country	10	Reels
MARY ALDEN in A Woman's Woman	8	Reels
GEORGE ARLISS in The Man Who Played God	6	Reels
CHARLES RAY in A Tailor-Made Man	9	Reels
MAX LINDER in The Three Must Get Theirs	5	Reels
LADY DIANA MANNERS in The Glorious Adventure	7	Reels
D. W. GRIFFITH'S Orphans of the Storm	12	Reels
BETTY BLYTHE in The Fair Lady	7	Reels
NAZIMOVA in A Doll's House	7	Reels
GEORGE ARLISS in The Ruling Passion	7	Reels
MARY PICKFORD in Little Lord Fauntleroy	10	Reels
REX BEACH'S Iron Trail	7	Reels
ABEL GANCE'S I Accuse	8	Reels
D. W. GRIFFITH'S Way Down East	11	Reels
DOUGLAS FAIRBANKS in The Three Musketeers	12	Reels
GEORGE ARLISS in Disraeli	6	Reels
MATHESON LANG in Carnival	6	Reels
D. W. GRIFFITH'S Dream Street	9	Reels
MARY PICKFORD in Through the Back Door	7	Reels
DOUGLAS FAIRBANKS in The Nut	6	Reels
MARY PICKFORD in The Lovelight	8	Reels
D. W. GRIFFITH'S Love Flower	7	Reels
MARY PICKFORD in Suds	5	Reels
DOUGLAS FAIRBANDS in The Mollycoddle	7	Reels
DORIS KEANE in Romance	7	Reels
MACK SENNETT'S Down on the Farm	5	Reels
MARY PICKFORD in Pollyanna	6	Reels
DOUGLAS FAIRBANKS in When the Clouds Roll By	6	Reels
DOUGLAS FAIRBANKS in His Majesty The American	8	Reels
D. W. GRIFFITH'S Broken Blossoms	6	Reels

Check pictures desired and return this list

UNITED ARTISTS CORPORATION

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 15, 1924

Mr. W. E. Oglesby
Brownsville National Bank Bldg.
Brownsville, New York

Dear Mr. Oglesby:

On receipt of your favor of the 13th instant I took the matter up with Mr. Griffith, and he has advised me to let you know that he will accept the offer in your letter of the 13th instant, viz., a total sum of twenty-two hundred ($2200.) dollars, in payment for the homes. Will you kindly advise me when you expect to close this matter, as Mr. Griffith is anxious to have it concluded at an early date.

I note your letter is addressed to "Miss N. C. Richter". Unfortunately, this does not coincide with the facts, as I happen to be of the male sex.

Very truly yours,

RR:EC

November 13th, 1924.

Mr. James Ashcraft,
D.W. Griffith's Studio,
Mamaroneck, New York.

Dear Mr. Ashcraft:

We are enclosing herewith our check in the amount of $250.00, together with our renewal note in the amount of $400. This is in payment of our note which matures on November 17th, 1924, in the amount of $650.

We exceedingly regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We appreciate your co-operation in this matter.

Very truly yours,

D.W. GRIFFITH INC.

TREASURER

RAK:REB
ENCS.

November 13th, 1924.

Mr. James Smith,
D. W. Griffith's Studio,
Mamaroneck, New York.

Dear Mr. Smith:

We are enclosing herewith our check in the amount of $200.00, together with our renewal note in the amount of $300. This is in payment of our note which matures on November 17th, 1924, in the amount of $500.

We exceedingly regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We appreciate your co-operation in this matter.

Very truly yours,

D.W. GRIFFITH INC.

TREASURER

RAK:REB

November 12th, 1924.

Mrs. Rose Smith,
D.W. Griffith's Studio,
Mamaroneck, New York.

Dear Mrs. Smith:

We are enclosing herewith our check in the amount of $200.00, together with our renewal note in the amount of $225. This is in payment of our note which matures on November 17th, 1924, in the amount of $425.

We exceedingly regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We appreciate your co-operation in this matter.

Very truly yours,

D.W. GRIFFITH INC.

TREASURER

RAK:REB

November 13th, 1924.

Mr. Frank Diem,
D. W. Griffith's Studio,
Mamaroneck, New York.

Dear Mr. Diem:

We are enclosing herewith our check in the amount of $200.00, together with our renewal note in the amount of $150. This is in payment of our note which matures on November 17th, 1924, in the amount of $350.

We exceedingly regret that we are unable to pay this note in full at the present time, but if you will discount this renewal note and present a bill for the charges thus incurred, we will be glad to pay same.

We appreciate your co-operation in this matter.

Very truly yours,

D.W. GRIFFITH INC.

TREASURER

RAK:REB

BARRISON, (S. & M.) France, 19 November 1924.

Albert L. GREY Esq.,
General Manager, D.W.Griffith Inc.
925 Longacre Building,
1476 Broadway, NEW YORK CITY, U.S.A.

Dear Mr. Grey:-

I have delayed writing to you about "AMERICA" until I could get some opinions concerning it.

The impression seems to be that it is a little too long, but, otherwise, is a good, marketable film for Europe.

It is too bad that there were no real buyers at the showing the other afternoon. The only genuine one appears to have been your friend from Germany. Mr. A.S.NAAR, who was mentioned by Mr. Guy Smith as having been present, is only a broker, and specializes in the Balkan countries, which are the last places that should be sold, and a film should never be released in them until it is disposed of in the important European markets.

The prices that I got for "WAY DOWN EAST" and "ORPHANS", in French France, were as follows:-

FRANCE:	EAST	300,000.	ORPHANS	350,000.
BELGIUM;	"	100,000	"	150,000
SWITZERLAND;	"	60,000	"	
HOLLAND;	"	45,000	"	125,000
CZECHO-S--	"	50,000	"	50,000
		555,000		675,000

Norway, Sweden and Denmark ought to sell quickly. Italy is not much good, but is better now than it was. Spain & Portugal are not as good as Italy. Germany I don't know about, but it is getting back to normalcy and the best thing would be to go there and make the sale on the spot; not only for Germany, but for the other Central Countries.

Now, if you want to sell this picture for cash, on a five year contract, I can do it for you and can get, I believe, about the prices that I got for "EAST". I am writing Mr. McCarthy today. I wish you would talk to him about the commission, etc. I should expect you to send me about 20,000 francs to cover preliminary expenses, which would be deducted from the commission. You should also arrange to send me one negative from which prints could be made; but this need not be done until some sales have been made. I would keep it three or four months and send it back.

See Mac and talk it over with him. My very best regards.

Yours sincerely,

George Lauder

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character to be transmitted is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, president — GEORGE W. E. ATKINS, first vice-president

Form 1184

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise the character to be transmitted is indicated by the symbol appearing after the check.

RECEIVED AT AMBASSADOR HOTEL, LOS ANGELES. PHONE WILSHIRE 4698.
25 3 3H 24

NEWYORK NY 547P NOV 14 1934

A H T GANZHAF

HOTEL AMBASSADOR LOSANGELES CALIF

LUDVIGH VERY MUCH WORRIED AND MOST INDIGNANT ABOUT LOAN AND CONTRACT STOP THIS MAKE SITUATION VERY COMPLEX AND IMPOSSIBLE TO MAKE ANY DECISIONS BY WIRE REGARDS

GRIFFITH

322P

November
Fourteenth
1924

Mr G. M. Gibbons,
242 Sussex Court,
Toronto, Canada.

Dear sir:

I beg to acknowledge your letter of November first. Our staff at the present time is very much reduced, and I am afraid it would not be possible for us to have your story read for you.

As I advised you in my previous letter, I think the most direct way of disposing of your story would be to submit copies of it--either in scenario form or as a novel--to the big producing companies. If it is suitable for the screen, I feel sure you will have no trouble in disposing of it.

In your letter, you speak of having an experienced scenario writer place the story in proper form for you under some business arrangement, and ask our advice. We do not give advice of this kind, but, apart from business and as a matter of information, I can refer youto Mr Anthony Paul Kelly, #16 West 54th Street, New York City. Mr Kelly has adapted many very successful plays and stories for the screen, and I know has an excellent reputation with producers. He adapted "Way Down East" for Mr Griffith, which, as you know, was one of the most successful pictures ever made. Mr Kelly also is very familiar with all of the companies and the kind of stories each one likes best. I do not know whether Mr Kelly could undertake the job, or what business arrangement he would make with you, but I am quite sure you would find him reliable, conscientious and capable in whatever he undertook.

Trusting this information will be of some use to you, and regretting that we are unable to serve you here at the studio, I am

Yours respectfully,

TELEPHONE 1488 BRONXVILLE

HOURS PHONE 1848 TUCKAHOE

WOODSON R. OGLESBY
GRAMATAN NATIONAL BANK BUILDING
BRONXVILLE, N. Y.

November 14, 1924.

Mr. R. C. Richter,
130 West 42nd St.,
New York City.

Dear Mr. Richter:

Please pardon the error. I do not remember meeting you and made what turns out to be a bad guess in assuming that "R. C. Richter" who wrote me was Mr. Danzhaf's secretary.

If you can arrange to have the bonds left at the First Nation Bank of Tuckahoe with instructions to deliver them to me upon payment to Mr. Griffith's account the $2200, the matter will be closed the first of next week. If you prefer you can send the bonds through your bank or Mr. Griffith's bank in the city with draft attached and with instructions to deliver the bonds to me upon payment of the draft. to the Tuckahoe Bank

Very truly yours,

W R Oglesby

WRO:S

Form 1164A

Charge to the account of _____ $ _____

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; otherwise the message will be transmitted as a full rate telegram

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

November 15, 1924.

Deferred Rate

Maria Epping
Wilhelmshaver Str 17
Friedenau
Berlin
Germany

Hast Du den Kabel contract von Martha erhalten antworte sofort bei cable auf meine Kosten

Hans

Chg D. W. Griffith, Inc.

D. W. GRIFFITH STUDIO

Inter-Office Message

To _____ Date _____

From _____ Reply to _____

NIGHT LETTER

November 15, 1924.

Chamber of Commerce,
Texarkana, Texas.

Regret that it is impossible for me to be present at opening of new Saenger Theatre. The Saenger Amusement Company and your body are to be congratulated in giving to the city the beautiful theatre which I am told this one is Very best wishes for its success.

D. W. Griffith.

Charge to
D. W. Griffith, Inc., #1107 Longacre Building.

Please make all replies on back of this memorandum

Form 1-CT. 7-3-24-75,000 (26-140)

NOTICE OF ASSESSMENT AND RECEIPT

STATE TAX DEPARTMENT, ALBANY, N. Y.

REFER TO

Date NOV 15 '24 File No. A 344,919

Notice is hereby given that there has been assessed against you the amount set opposite as a franchise tax under Art. 9-A of the tax law. It is due and payable on or before JANUARY 1, 1925. (OVER)

If dated subsequent to December 3, 1924, payable within thirty (30) days CERTIFIED CHECKS should be made payable to and forwarded to STATE TAX COMMISSION, Albany, N. Y., with this form.

STATE FRANCHISE TAX
ON BUSINESS CORPORATIONS
For year beginning November 1, 1924
and ending October 31, 1925
TAXES, PENALTIES, ETC.

Tax based on income at 4½% $	22
Tax, one mill on cap. stk.....	
Minimum tax.....	10.00
Penalty for failure to file report on due date.....	
Interest.....	
Total due.....	
Credit.....	
Balance due.	

Received payment,

DAVID W GRIFFITH CORP 11 13 NY
130 WEST 42ND. ST.
NEW YORK CITY

STATE TAX DEPT

By _____
Assistant Deputy Commissioner

This notice must be returned at the time payment is tendered, as when properly signed it becomes a receipt for taxes.

DO NOT INCLUDE TWO OR MORE PAYMENTS IN ONE CHECK. (OVER)

TAXES ARE CONSIDERED PAID UNTIL CHECK IS SATISFIED.

J. D. CALHOUN

14

BENSINGER PEMBLETON & LITTICE
COUNSELLORS AT LAW
GRAND CENTRAL BUILDING
100 EAST 42ND STREET
NEW YORK

ALBERT D. F. BENSINGER
JOHN B. PEMBLETON
H. GLAY LITTICE

TELEPHONE
ORTOLAN 7000
CABLE ADDRESS
"BENSGON"

November 15th 1924.

Medal Film Corporation,
1476 Broadway,
New York City.

Attention Mr. H. Knocke, Pres.

Gentlemen:

The Wark Producing Corporation, owners of the motion picture entitled "INTOLERANCE" have requested you to return to them any and/or all prints or parts of prints of the motion picture entitled "INTOLERANCE", the rights to distribution of which in the territory of Cuba, Porto Rico and San Domingo you procured from Saens & Mal under contract with them of April 9th 1919.

According to Paragraph Eighth of said agreement, it is stipulated that you shall return at the expiration of the term of the license granted by said agreement positive prints of the said picture theretofore delivered to you and since the Wark Producing Corporation has made demand upon you for the return of such prints and you have not complied therewith, I hereby call upon you to immediately return all prints or parts of prints of the said photoplay that you may have in your possession or under your control to the Wark Producing Corporation, at Room 1107 -1476 Broadway, New York City.

If you do not return the above within the next ten days I regret that I shall be compelled, in order to protect my client's rights, to take such action in the matter as may be deemed advisable.

Very truly yours,

Albert D. F. Bensinger Jr.

R/GDM

NIGHT LETTER

November 19, 1924.

G. H. O'Donnell,
Manager, Best Theatre,
Pine Bluff, Arkansas.

I consider it a great compliment that a beautiful new theatre built by American enterprise with American dollars for American people should have for its inaugural performance my picture America. I shall be proud indeed if your good people find something in it to stir their hearts and make them proud of the America for which our forefathers so nobly sacrificed their lives. And as Americans we should be proud of the Saengers for their ideals and enterprise in providing the public with such magnificent theatres. I wish them and the theatre every success and hope that Paul Revere may carry his message of Americanism right into the heart of Pine Bluff.

D.?W. Griffith.

Charge to
D. W. Griffith, Inc.,
#1107 Longacre Building,
New York City.

NIGHT LETTER

November 15, 1924.

Arthur Hardin,
Manager, Saenger Theatre,
Texarkana, Texas.

I consider it a great compliment that a beautiful new theatre built by American enterprise with American dollars ~~and by~~ for American people should have for its inaugural performance my picture America. I shall be proud indeed if your good people find something in it to stir their hearts and make them proud of the America for which our forefathers so nobly sacrificed their lives. And as Americans we should be proud of the Saengers for their ideals and enterprise in providing the public with such magnificent theatres. I wish them and the theatre every success and hope that Paul Revere may carry his message of Americanism right into the heart of Texarkana.

D. W. Griffith.

Charge to
D. W. Griffith, Inc.,
#1107 Longacre Building,
New York City.

C O P Y

LES ARTISTES ASSOCIES
15 rue d'Aguesseau
PARIS, FRANCE

November 15, 1924

Mr. M. L. Malevinsky, President
Les Artistes Associes, S. A.
729 Seventh Avenue
New York

Dear Mr. Malevinsky:

WAY DOWN EAST - Dutch East Indies

On August 5th I forwarded to you a letter received from the World International Film office, Nieuwe Heerengracht, 115, Amsterdam, Holland, stating that WAY DOWN EAST, which had been bought by them for Holland and the Dutch East Indies (colonies of Holland), had been announced for distribution by the United Artists in that territory. I have today received a visit from Mr. Godefroa, the manager of the World International Film Office. He stated that he had received aletter from his representative at Batavia which was not satisfactory. I asked him to write me a letter setting forth anything that he wished to communicate to you and that I would forward it to you. As the letter was written in such bad English as not to be understandable, I am sending below the text corrected to represent the meaning which he wished to convey.

"Referring to our conversation of this morning when I explained to you that my firm in Amsterdam had received from Batavia the information that the agent of the "Big Four" was to have communicated with the 'European representative of the United Artists' asking if we really had the rights for WAY DOWN EAST for the Dutch East Indies. It was not clear to us whether the office at Singapore, Scerabaya or Tokio would do this. (The letter was dated Oct. 7th.)

"I am sorry to say that we are not at all satisfied with the reply given to our representative in Batavia, particularly as owing to the action of the United Artists representative in the Dutch Colonies having announced the film for distribution, we have sustained a great loss not only in connection with WAY DOWN EAST which it will be difficult for us now to handle, but also that the incident has discredited our business as indicated in the letter which we wrote on this subject in July.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

" We thus very much regret to say that our solicitor, who has thoroughly gone into this matter, wants to bring it before the court unless the United Artists should be inclined to settle this affair with us which we are quite ready to do, not desiring to have to take legal measures any more than we are sure they do not. We think the best solution of the matter is that the United Artists should buy from us the rights for the Dutch colonies for which we are willing to accept the price asked in our letter of July. We have two new prints available at Amsterdam in case the United Artists wish to purchase them. We will be glad to have an answer either by letter or cable immediately, that is to say before December 1st. For your information I would say that our New York Bankers are the Bankers Trust Company.

Yours very truly,

WORLD'S INTERNATIONAL FILM OFFICE
P. Godefroa, Manager."

Yours sincerely,

(Signed) Guy Croswell Smith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. T. BANGHAF, SECRETARY
J. G. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED
STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

November 16th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Birth of a Nation	622			
Orphans of The Storm	12468			
Hearts of the World	185			
Dream Street	9688			
The Love Flower	26038			
Picture U-7		414		
America	50			
Picture U-8		6236	4599	
	49051	6650	4599	

Eastman Positive - 55701

Eastman Negative - 4599

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

$1700.00 New York, N. Y. Nov. 17, 1924 19

On Jan. 16, 1925 after date We promise to pay to

the order of D. W. Griffith

Seventeen Hundred & 00/100 Dollars

at Central Union Trust Co., 42nd St. Branch, N. Y. C.

Value received D. W. Griffith, Inc.

No. Due Treasurer.

Exchange for Note for like amount

Neil Hitchcock

$1700.00 New York, N. Y. Nov. 17, 1924 19

On Jan. 16, 1925 after date We promise to pay to

the order of D. W. Griffith

Seventeen Hundred & 00/100 Dollars

at Central Union Trust Co., 42nd St. Branch, N. Y. C.

Value received D. W. Griffith, Inc.

No. Due Treasurer.

60 - 17 05 Jan 16

1476 Broadway

RECEIVED PAYMENT
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

42 Queens Court,
[illegible],
[illegible] Nov., 1[illegible]

James A. Ashcraft Esq.,
D. W. Griffiths Incorporated,
Orienta Point, Mamaroneck, N. Y.

Dear Sir:

Accept my sincere thanks for your courteous letter of the 14th and for the information therein contained.

I shall lose no time in getting in touch with Mr Kelly, who would seem to be just the man I most desire to interest in the matter.

Although the "Sourdough" is my first full-length novel, I have had thirty years' writing for a living and experience has pretty well taught me what is acceptable and what is not. I believe I've got something that movie patrons will like.

Again with best thanks for your kindness,

Very truly yours,

C H Piccoup

CHC:H

116A

November 17th 1924.

Mr. H.R. Oglesby,
Brunston National Bank Building,
Bronxville, New York.

Dear Mr. Oglesby:

Referring to your favor of the 14th inst. and to telephone conversation had with your office today, if you will advise me when you can close this matter I shall be pleased to deliver the bonds to you by messenger to whom you can deliver at the same time a certified check for $2200. payable to the order of D.W.Griffith.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

171

November 17th 1924.

Messrs. Kohlmann & Austrian,
27 Cedar Street,
New York City. Re: Novello vs. Griffith, Inc.

Dear Sirs:

Referring to yours of the 14th inst., Mr. Bunshaf is expected to return to the City either next Saturday or Monday. Upon his arrival here, I shall immediately refer your letter to him for his further attention.

Very truly yours,

R/ GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Téléphone : [illegible]
Adresse télégraphique : [illegible]

Les Artistes Associés

Succursale exclusive de la
UNITED ARTISTS CORPORATION
HIRAM ABRAMS Président

MARY PICKFORD
CHARLIE CHAPLIN
DOUGLAS FAIRBANKS
D.W. GRIFFITH

G.G. [illegible] G. [illegible]

Société Anonyme
GUY CROSWELL SMITH
Administrateur délégué

UNITED ARTISTS

SIÈGE SOCIAL
12, RUE D'AGUESSEAU
PARIS

Agences:
PARIS
12, Rue d'Aguesseau

MARSEILLE	PRAGUE
LYON	ROME
LILLE	COPENHAGUE
BORDEAUX	STOCKHOLM
ALGER	CHRISTIANIA
BRUXELLES	BARCELONE
GENÈVE	

Paris, le November 18th 1924

Mr. Albert E. Grey,
General Manager D.W. Griffith,
Longacre Building,
1475 Broadway,
New York.

Dear Mr. Grey,

You will remember that it was on November 8th that Mr. Wengeroff was going to be in Paris. He did not arrive, however, until the 14th, so as it turned out it was just as well that you did not wait for him. I showed him "America" upon his request several days ago. He said that while he thought it was an excellent picture, he did not think the story would appeal to Germany it being so essentially American history of which the majority of Germans were not familiar. He said that he might be able to utilize the production for Germany but, if so, his offer would be greatly inferior to $ 35,000, the figure quoted. He asked if the matter could be left open until this week when he would let me know the best offer he could make. He also thinks than $ 10,000 was entirely out of question for Russia.

With reference to playing "America" at the Salle Marivaux, the management said that they would probably take it if we were willing to wait until next April but that it was absolutely impossible to consider running it before on account of the films that are definitely contracted meanwhile. They have the big French picture "The Miracle of the Wolves" the contract for which stipulates that it must follow immediately after the close of "The Thief of Bagdad". At the special presentation of this picture given last week it made an exceptionnal success and is sure to run at least three months. I have shown "America" to the management of another important cinema and the film interested them much more than it impressed the managers of the Salle Marivaux and I think it will be possible to arrange for the first engagement there

about January 1st.

I am sending enclosed the estimate of probable returns from "America" in the countries were we operate and also in Central Europe.

With kindest regards,
Yours sincerely,

Guy Crowell Smith

Estimate of Returns from "America" in Europe.

Total contracts through offices of Les Artistes Associés, S.A. in France, Belgium, Switzerland, Spain, Italy, Czechoslovakia, Sweden, Norway, Denmark and Finland:	$ 45,000
Germany	20,000
Poland (sold 3500 left 15000)	3,000
Austria, Hungary	6,000
Roumania, Jugoslavia, Turkey, Bulgary, Greece and Egypt	5,000
Holland	3,000
Russia 3000 Sold	5,000
	$ 87,000

United Artists Corporation
729 Seventh Avenue
New York

Bryant 1776

113

November 15, 1924.

In reply please
refer to 11/13/24 B

Mr. A. H. T. Banshaf,
130 West 42d Street,
New York City.

Dear Mr. Banshaf:-

Herewith is copy of statement showing foreign sales, played and unplayed business on ONE EXCITING NIGHT to the latest dates available.

Very truly yours,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

Encl.
R:AP

copy send Mr Fox

ONE ENGINEER FLIGHT

[illegible]

	DATE	SALES	PLATED	UNPLATED
ENGLAND	9/26/24	£54,162.14. 9	£52,440.19. 1	£1,921.15. 8
CONTINENTAL EUROPE	9/27/24	Fcs. 283,084.88	Fcs. 249,779.89	Fcs. 33,304.99
AUSTRALIA	8/30/24	£ 6,036. 8. 8	£ 5,384.13. 8	£ 651.15. 0
FAR EAST	8/2/24	$ 11,863.26	$ 3,313.26	$ 8,550.00
SOUTH AMERICA	9/30/24	Arg.P. 26,895.36	Arg.P 24,740.36	Arg.P 2,155.00

November
Eighteenth
1924

Paul Wilder, Esq.,
c/o Federal Securities Corporation,
231 South La Salle Street,
Chicago, Illinois.

Dear sir:

Replying to your letter of November twelfth, Mr Griffith directs me to inform you that he considers Miss Mae Marsh a motion picture actress of unusual talent and definite ability. He is unable to state her "screen value," by which we presume you to mean her drawing power at the box office. Miss Marsh has only appeared in one picture under Mr Griffith's direction for some time, "The White Rose," which did satisfactory business, but, as she was not featured, it would be impossible to state her influence upon the business.

Yours respectfully,

Personal Representative
of Mr Griffith.

November
Eighteenth
1 9 2 4

Miss Marie Lance,
Goodwell, Oklahoma.

Dear Madam:

Replying to your letter of November 5th, we beg to advise you that our records show that your story, "Pushed Back," was returned to you January 29th, 1924, by our scenario department, with the information that it was unavailable for our use. Our records also show that it was addressed as above, and we trust it has reached you safely. If not, you had better make inquiry at your post office.

We wish to thank you for the kind things you said regarding Mr Griffith's picture, "The Birth of a Nation."

Yours respectfully,

D. W. GRIFFITH, INC.,

By:

November
Eighteenth
1924

John H. Wheeler, Esq.,
Executive Editor, Liberty,
#247 Park Avenue,
New York City.

Dear Mr Wheeler:

I believe it has been printed in the papers that I am returning to California to make pictures. This is just rumor, not connected with fact in any way, shape or form. I am in exactly the same position that I was when I talked with you; and, unfortunately, I do not see any more chance of doing anything now than I did then. Everything I said then still holds good.

I am very anxious to have you see our newest effort. It is called, "Isn't Life Wonderful." Isn't it ? My answer is, sometimes yes, and sometimes no. I shall let you know when it is to be shown, as I should like to have your opinion of it.

I also enjoyed our meeting very much, and hope we can get together again soon. In the meanwhile, with best wishes, believe me

Yours sincerely,

P. A. POWERS
729 SEVENTH AVE.
NEW YORK

November 16th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

You understand of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

M B Levy

Secretary to Mr. Powers.

L-K

Form 1100

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite their choice in the column of CLASS OF SERVICE DESIRED, otherwise this message will be transmitted at full rate.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Nov. 19, 1924.

~~Rec~~

Niebuhr
Am See Hotel
Berlin
Germany

Address Apping room ~~eleven~~ hundred seven Longacre Building Newyorkcity

Henderson

Chg D. W. Griffith, Inc.

New York, N. Y.,
November 19, 1934.

Mr. J. G. Apping,
Addressed.

Dear Mr. Apping:

I hereby wish to acknowledge that I requested you, on behalf of Mr. Niebuhr who is in Europe, to meet the interest payments on the pawn ticket of the Provident Loan Company for an article pledged to the value of $460, and also the interest on the pawn-ticket of H. Stern, Inc. for an article pledged to the value of $275.

This request was made to you before I left for Europe in October, 1932, and whatever payments you have made on these tickets the amount is to be refunded to you by Mr. Niebuhr, and pending the return of such money to you, you are to hold the two pawntickets mentioned above as collateral.

On behalf of Mr. Niebuhr, I hereby authorize you to redeem either one or both of the articles covered by the above mentioned pawn tickets, and hold the redeemed articles in your possession until Mr. Neibuhr ~~[illegible]~~ to you the principle as well as whatever interest you have advanced for his account.

The above represents a personal request made to me by Mr. Niebuhr while in Europe.

Very truly yours,

New York Office,
1476 Broadway,
New York, N. Y.,
November 19, 1924.

Bankers Trust Company,
42nd St & 5th Ave.,
New York, N. Y.

Gentlemen:

Will you be good enough to take note of the following instructions:

On the 1st of every month, beginning with Jan. 1, 1925, until otherwise notified, kindly instruct the Bank Fur Thuringen Vorm. B. M. Strupp, Aktiengesellschaft, Coburg, Germany, to pay to the order of Martha Mechtold, Mohrenstrasse 13, , Coburg, Germany, the sum of 275 marks.

Also kindly instruct them to pay to Cornelie Stockenius, at the above address in Coburg, Germany, the sum of 42 marks.

Please instruct the Direction Der Disconto Gesellschaft, Berlin, Germany, to pay the 1st of every month beginning Jan 1, 1925, until otherwise notified, the sum of 60 marks, to

Marie Epping,
Wilhelshoher Str. 17,
Friedenau,
Berlin,
Germany.

Please charge allthese amounts to my account, and advise me as the charges are made.

Will you kindly acknowledge your understanding of the above instructions to me, and oblige

Yours very truly,

J. C. Epping.

JCE/CC

BANKERS TRUST COMPANY

FIFTH AVENUE AT 46TH STREET
NEW YORK

November 20th, 1924.

Mr. J.C.Epping,
c/o D.W.Griffith,Inc.,
Orienta Point,Mamaroneck,N.Y.

Dear Mr.Epping: re:Foreign money transfers.

We have received your letter of November 19th and have noted that on the fifteenth of each month, beginning December 15th,1924, until we are otherwise instructed we are to make the following mail transfers for your account.

Through the Bank Fur Thuringen Vorm. B.M. Strupp, Aktiengesellschaft,Coburg,Germany, the sum of $65. to the order of

Martha Mechtold,
Mohrenstrasse 13,
Coburg,Germany.

Through the Bank Fur Thuringen Vorm, B.M.Strupp,Aktiengesellschaft,Coburg,Germany, the sum of $10. to the order of

Cornelie Stockenius,
Mohrenstrasse 13,
Coburg,Germany.

Through the Direction Der Disconto Gesellschaft,Berlin,Germany, the sum of $15. to the order of

Marie Epping,
Wilhelshoher Str.17,
Friedenau,Berlin,Germany.

We have further noted that these payments are to be paid abroad in local currency at the bank's buying rate for sight dollar drafts on New York, and the entire cost of these transfers charged to your account under advice to you.

Very truly yours,

Foreign Department

HGA

ALBERT H.T. BANSHAF
JOHN D. PENDLETON
H. RAY LITTICH

BANSHAF, PENDLETON & LITTICH
COUNSELLORS AT LAW
GRAND TERMINAL BUILDING
100 WEST 42ND STREET
NEW YORK

TELEPHONE
BRYANT 9880
CABLE ADDRESS
"BANSHAF"

November 20th 1924.

RECEIVED from Albert H.T.Banshaf, the following Bonds of Crandall Spring Water Company, together with all Coupons attached thereto:

Series	No.
A	4
B	12
C	16
D	20
D	24
E	28
F	32
F	36
G	40
H	44
H	48
J	52
J	56
J	60
K	64
L	68
L	72
M	76
M	80
M	84
M	88
M	92
M	96
M	98
M	100
M	102
M	104
M	106
M	108
M	110
M	112
M	114
M	118

W R Oglesby

E. E. [illegible]

to

Argonaut National Bank
and Trust Company

- - - - - - - - - - - - - -

OPTION

- - - - - - - - - - - - - -

AGREEMENT, made this 1/27 day of November, 1934, between D.V.Griffith, Incorporated, a Maryland Corporation having an office at #1476 Broadway, in the Borough of Manhattan, City, County and State of New York, herein called the optioner, and Larchmont National Bank and Trust Company, a corporation organized under the laws of Congress, and doing business in the Village of Larchmont, New York, herein called the optionee.

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations in hand paid by the optionee, receipt thereof is hereby acknowledged, the optioner agrees upon the written request of the optionee, or its assignee or transferee, provided such request shall be made to the optioner on or before the first day of February, 1935, to grant and convey by the usual full covenant warranty deed, title and fee to the following described premises located in the Town and Villageof Mamaroneck, County of Westchester, State of New York, to wit:

ALL that certain piece, parcel or tract of land, situate in the Village and Town of Mamaroneck, County of Westchester and State of New York, shown on a map made by STEPHEN S. PALMENTER in the year 1853 of lands in the Town of Mamaroneck belonging to THOMAS I. DELANCEY, which said parcel of land is bounded and described as follows, to wit;

BEGINNING at a point on the westerly side of Union Avenue Esplanade, at a stone wall standing between the lands hereby intended to be conveyed and lands now or formerly of JOHN GREACEN, Jr., running thence along said Avenue north thirty-eight degrees forty-two minutes west, one hundred and thirteen 63/100 feet; thence still along said Avenue north thirty-two degrees one minute west, three hundred and thirty-five 32/100 feet; thence still along said Avenue north thirty degrees eighteen minutes west two hundred and thirteen 59/100 feet; thence still along said Avenue north twenty-six degrees forty-six minutes west eighty-four 23/100 feet to a stone wall, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of Rushmore and Hatch; thence along said wall and said boundary line south sixty-one degrees four minutes west six hundred and twenty-eight 38/100 feet; thence still along said wall and boundary line south sixty degrees fifty-nine minutes, thirty seconds west to the centre of the creek or inlet from Long Island Sound; thence along the shore of said inlet or creek as the same winds and turns westerly, southerly and easterly to the point of an indentation; thence westerly again southerly and thence easterly to a point on said shore at the said stone wall first mentioned, which is the boundary line between the lands hereby intended to be conveyed and lands now or formerly of John Greacen, Jr., thence along said stone wall north

forty-eight degrees fifty-four minutes east eight hundred and six feet to the point or place of beginning containing by estimation about 18 acres more or less being the same premises conveyed to D. W. G. Corporation, by John W. R. Crawford and Mabel H. Crawford, his wife, by deed, dated January 2, 1930, and recorded in the office of the Register of Westchester County in Liber 3330 of Deeds at page 492 and subsequently conveyed to the party of the first part by said D.W.G. Corporation by deed dated July 1, 1930.

TOGETHER with all the right, title and interest of the party of the first part of, in and to that portion of land under water, lying in front of and adjoining the premises hereinbefore described, to the centre of the channel in front of said premises as the same were granted to Cecilia A. Howell by the People of the State of New York, by grant dated October 21, 1873, and also all the rights and privileges, if there be any, of the party of the first part under the Agreement of April 20th, 1914, between Ella Cecilia Howell, as Executrix and Trustee, and the said John W. R. Crawford, recorded in the Office of the Register of said Westchester County in Liber 2,051 of Deeds, page 470, subject to all the terms, conditions and obligations imposed by the said Agreement, the party of the first part hereby making no allegation that any such rights or privileges exist.

Subject, however, to covenants and restrictions contained in all prior deeds and conveyances.

Subject, however, to zoning ordinances if there be any of the Village of Mamaroneck.

Subject, however, to a permanent right-of-way or easement to maintain a line or lines of poles or conduits and electric or other wires intended to furnish light, power plant and/or telegraph service to and from the studio and buildings of the party of the first part situated and erected upon the premises of the party of the first part, formerly known as the "Flagler property" and/or to and from premises adjacent to the above-described premises nor or formerly owned by HUGO V. LOEWI, over, upon or under the premises hereinabove mentioned and covered by this option. Said wires are to be strung upon poles as now erected or placed in conduits and said poles or conduits may at the request of the then owners of the premises above-mentioned now owned by the party of the first part be removed (once only) by the parties of the second part, their heirs, executors, administrators, successors and assigns, to a reasonable location upon the above-described premises, but at the sole cost and expense of the parties of the second part, their heirs, administrators, successors and assigns.

The party of the first part does also hereby reserve unto itself, its successors and assigns a permanent easement of ingress and egress for itself, the agents and/or servants of the Company or Corporation supplying the aforesaid service over, upon, across or under the above-described premises for the purpose of constructing, maintaining, repairing and/or changing said pole, conduit or other lines as above-mentioned.

The above-mentioned right-of-way or easement shall run to the owner or owners of said adjoining or nearby "Flagler and Loewi premises" their heirs, executors, successors and assigns

FOREVER and also to the owner or owners of certain other adjoining or nearby premises known as the "Constable premises", their heirs, successors and assigns FOREVER, reserving unto the parties of the second part, their heirs, administrators, successors and assigns, a right to the use of said poles, conduits or other lines for service as aforesaid to the aforesaid premises hereinabove mentioned.

The optionor agrees that said premises ~~as the time of the execution of the option hereby given shall~~ will be granted and conveyed free and clear from all liens, charges, encumbrances and assessments of every nature, except those herein mentioned, ~~and that said premises shall consist of not less than thirty (30) acres~~ and the optionee, its assignee or transferee, is hereby given the exclusive right and option to purchase from the optionor for the sum of Eighty thousand ($80,000) dollars, all of the property hereinbefore described, and at any time prior to the first day of February, 1933, to enter into formal contract of purchase and sale of said premises, on which shall be paid at the time of the execution thereof on account of the purchase price the sum of Eight thousand ($8000) dollars in cash and that title to said premises under said contract shall be closed not later than on or before three months after the execution of said contract of purchase and sale; deed to be delivered only after the party of the first part shall have obtained the affirmative vote or written consent of the holders of a majority of Class "A" stock of the said party of the first part at the time outstanding; and that the price for said premises shall be the said sum of $80,000, which less any amount paid upon account thereof, shall be paid to the optionor in cash upon the delivery of its deed under such contract of purchase and sale, ~~such price however, shall abate in case the number of acres contained in said premises shall be less than the number hereinbefore stated, and such abatement shall be at the rate and in proportion that the aforesaid number of acres shall bear to the said purchase price;~~ viz. 30.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that this instrument may be transferred and assigned by the optionee, to any corporation, individual or group of persons, and that when so transferred and assigned this instrument and all its parts and provisions shall inure to the benefit and run in favor of and be obligatory upon such assignee or transferee with the same force and effect as though the said assignee or transferee had originally been the optionee herein, and in case of such transfer and assignment by the optionee all of its rights, as well as all of its obligations hereunder, whatsoever the same may be, shall forthwith cease and terminate.

It is further expressly understood and agreed that if this option be not accepted in writing addressed to Albert H.T.Danzhaf, 130 W. 42nd St., N.Y.C. on or before February 1st, 1925, or if at any time on or before said date by similar notice said optionee informs the optioner that this option will not be accepted then this option shall cease and wholly terminate and neither party shall have any right or claims against the other.

And it is further understood and agreed xxx that the optionee, assignee or transferee and its engineers and architects may upon the delivery of this option enter upon the premises for the purpose of surveying, plotting and laying out the same, and may after the delivery of the said contract improve the premises by the preparation or construction of ~~as~~ a golf course or part of a golf course to cover these and other adjoining premises, the construction of a dam across Prickly Pear Inlet dredging or filling in land below or above high water mark, the construction of a club house with appropriate out-buildings, bath houses, bathing beach, sea walls, landings, tennis courts, driveways, drains, sewers, water, gas, light and telephone mains and driveways or streets; but no improvements or construction work shall be done under the provisions of this paragraph until the party of the first part shall be satisfied that funds are available to pay

the same improvements of construction work to the end that no mechanics liens shall be filed therefor. Provided, however, that the optionee, its agents, servants, and/or employees shall not commit any act or do anything or cause anything to be done that may be deemed by the optioner injurious to the above-described premises or which may damage or injure any adjoining premises.

It is further understood and agreed between the parties that in the event that the holders of a majority of the Class "A" stock of the optioner as aforesaid shall not consent to the sale of the aforesaid property within ninety (90) days after exercise by the optionee of their rights under this option the optioner agrees to return to the optionee any and/or all sums of money theretofore deposited by the optionee in consideration of this option and neither party shall be further liable to the other by reason thereof.

All notices/~~and agreements~~ to the optioner shall be ~~delivered~~ sent to at the office of Herbert M. Williams and Howell C. Perrin at Chatsworth and Myrtle Avenues, Larchmont, N.Y.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereunto affixed and this agreement to be executed by their respective officers thereunto duly authorized the day and year first above written.

ATTEST:

D.W.GRIFFITH INCORPORATED

BY Albert L. Gray
~~Vice~~ President.

SECRETARY

BY

STATE OF NEW YORK
County of New York } ss

On this 7 day of November in the year nineteen hundred and twenty four before me personally came Robert E. Gray to me known, who, being by me duly sworn, did depose and say that he resided in New Rochelle N.Y. that he is the Vice President of Dura-Gloss Inc.

the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Robert C. Hunter

NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. [illegible]
New York County Register's No. [illegible]
Commission expires March 30, 1925

COPY

November 21, 1924

United Artists Corporation
Crescent Building
72 Kyomachi, Kobe

Dear Sirs:

UNITED ARTISTS CORPORATION - DAVID WARK GRIFFITH

I beg to acknowledge the receipt of your letter of November 18, 1924 in which you enclose to me two identical copies of the Certificate of Copyright Registration of the photoplay entitled INTOLERANCE standing in the name of David Wark Griffith, as well as a copy of a letter addressed by the Foreign Sales Manager Mr. M.S. Steele to Mr. H. Wayne Pierson under date of October 9, 1924.

I return to you herewith enclosed the two copies of Copyright Certificate because they cannot be used in this country unless the document is in the first place certified by the United States Secretary of State and then the signature of the said Secretary of State is certified in turn by the Japanese Consul General at New York.

Please ask your head office to instruct the Foreign Sales Manager not to forward to you direct the copies of Certificates of Copyright Registration, but to ask Messrs. O'Brien, Malevinsky & Driscoll to do so, for your retained lawyers will know exactly what is necessary to do in a matter of this kind.

I observe from the copy of Mr. M.S. Steele's letter that you are interested in protecting the copyright of the films known under the titles MOTHER AND THE LAW and THE FALL OF BABYLON. According to Mr. Steele the Register of Copyrights has informed Mr. Banzhaf that the copyrights in the MOTHER AND THE LAW and in THE FALL OF BABYLON are protected under the copyright of the photoplay INTOLERANCE. How it is protected is not explained. Nor is it possible for any outsider including the law court to discern the fact that the copyright of INTOLERANCE protects the copyright in two photoplays of entirely distinct titles. Your corporation will have to ask your retained lawyers in New York to send me the necessary proofs which I may be in a position to produce to the court, if necessary, in order to prove the fact that the two copyrights referred to are protected by the copyright of INTOLERANCE. No mere ex parte statement will be accepted as proving any point of fact which may or may not be true.

Yours faithfully,

(Signed) T. Miyaoka

Encls:

Two identical copies of copyright certificate of D.W.Griffith's INTOLERANCE.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE PRESIDENT

A. H. T. MANSHAP, SECRETARY
J. S. SPRING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

November 22nd 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Way Down East		14		
Orphans of The Storm		71		
Love Flower		318		
Is'nt Life Wonderful		64138		
Picture U-8			6943	4748
	0	64541	6943	4748

Eastman Positive - 71484

Eastman Negative - 4748

New York Office,
1476 Broadway,
New York City, N. Y.,
November 28, 1924.

Bankers Trust Company,
42nd Street & Fifth Ave.,
New York, N. Y.

Gentlemen:

Will you be good enough to take note of the following instructions:

On the 15th of every month, beginning with Dec. 15, 1924, until otherwise notified, kindly make payment for me as follows by mail:

Through the Direction Der Disconto Gesellschaft, Berlin, Germany, the sum of $15, to the order of

Antonie Bundiger,
Neustadt 692 B. 1
Prenzlau,
Germany.

Please charge this amount to my account, and advise me as the charges are made. The payments in Germany will be in local currency at the German banks' buying rate on N. Y. drafts.

This is in addition to the payments which I requested you to make in my letter of November 19th.

Will you kindly acknowledge your understanding of the above, instructions to me, and oblige

Yours very truly,

JCE/CC

J. C. Epping.

153

ERNST, FOX & CANE
COUNSELLORS AT LAW
20 WEST 44TH STREET
NEW YORK

Nov. 28nd, 1924.

Albert H. T. Benshaf, Esq.,
150 West 42nd Street,
New York City.

Dear Mr. Benshaf:-

Your office informed me that you would get to town on the 24th. It is important that I see you as soon as possible.

Very truly yours,

DJF:S

- - - - - - - - - - - - - - - - -

Between

MARY PICKFORD FAIRBANKS,
CHARLES CHAPLIN,
DOUGLAS FAIRBANKS,
JOSEPH M. SCHENCK

-and-

UNITED ARTISTS CORPORATION

- - - - - - - - - - - - - - - - -

AGREEMENT

- - - - - - - - - - - - - - - - -

Dated November 22nd, 1924

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
KNICKERBOCKER BLDG. 152 WEST 42nd STREET
TIMES SQUARE
NEW YORK CITY

AGREEMENT executed at New York, N.Y., November 22nd, 1924, by and between MARY PICKFORD FAIRBANKS, of Los Angeles, California, hereinafter sometimes referred to as "Miss Pickford", CHARLES CHAPLIN, of Los Angeles, California, hereinafter sometimes referred to as "Chaplin," DOUGLAS FAIRBANKS, of Los Angeles, California, hereinafter sometimes referred to as "Fairbanks", JOSEPH M. SCHENCK, of Los Angeles, California, hereinafter sometimes referred to as "Schenck", and UNITED ARTISTS CORPORATION, a Delaware corporation, having its principal place of business at #729 Seventh Avenue, in the City of New York, hereinafter sometimes referred to as the "corporation",

W I T N E S S E T H:

The parties herein contracting do so with reference to the following facts:

Miss Pickford, Chaplin and Fairbanks heretofore entered into divers agreements with each other and with David W. Griffith, of Mamaroneck, County of Westchester, State of New York, hereinafter sometimes referred to as "Griffith", resulting in the formation of the corporation and the execution of distribution agreements between each of said persons and the corporation and extensions of each of said distribution agreements other than the one between Chaplin and the corporation. Griffith has notified the corporation that he has assigned certain contractual rights held by him in such connection to D. W. Griffith's Inc. and wherever in this agreement such construction is necessary, a reference to Griffith shall also be deemed to include a reference to said D. W. Griffith's Inc. Miss Pickford, Chaplin, Fairbanks and Griffith are the owners of all of the preferred and common stock of the corporation, now issued and outstanding, other

than certain qualifying shares issued to directors, Schenck has agreed to distribute through the corporation a series of six (6) motion picture feature photoplays starring Norma Talmadge, and to enter into an appropriate distribution agreement in connection therewith, on the conditions hereinafter specified.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

ARTICLE I.

Section 1. The term of the distribution agreement between Miss Pickford and the corporation is hereby extended for a period necessary to enable Miss Pickford to, and she hereby agrees to, deliver to the corporation for distribution, in addition to the nine (9) pictures originally contracted for, six (6) feature photoplays, starring her, at the rate of not less than two (2) per year, and in any event all six (6) photoplays shall be delivered on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

(a) Miss Pickford shall receive no additional common stock beyond the amounts provided to be delivered to her during the original term of said contract.

(b) The provisions of Article IV hereof.

ARTICLE II.

Section 1. The term of the distribution agreement between Fairbanks and the corporation is hereby extended for a period necessary to enable Fairbanks to, and he hereby agrees to, deliver to the corporation for distribution, in addition to the nine (9) pictures originally contracted for, five (5) feature photoplays, starring him, at

the rate of not less than one (1) per year, or three (3) in two years, and in any event all five (5) photoplays shall be delivered on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

(a). Fairbanks shall receive no additional common stock beyond the amounts provided to be delivered to him during the original term of said contract.

(b) The Provisions of Article IV hereof.

Section 2. Fairbanks agrees to close the road-shows of his motion picture photoplay "The Thief of Bagdad" and to deliver the same for distribution purposes to the United Artists Corporation not later than January 1st, 1925.

ARTICLE III.

Section 1. Chaplin and the corporation agree to, and do hereby modify the Chaplin distribution agreement so that Chaplin shall be obligated to deliver to the corporation for distribution only five (5) additional motion picture photoplays, described in the original contract instead of the eight (8) undelivered pictures provided for in said contract. The balance of the common stock of the corporation, which is now held in escrow for the benefit of Chaplin, shall be delivered to him in the proportion of one-fifth (1/5) thereof upon delivery of each motion picture photoplay by Chaplin to the corporation, as in said contract provided. Chaplin agrees to deliver to the corporation not less than one (1) motion picture photoplay per year, commencing at the date hereof, and to deliver all five (5) of said photoplays on or before January 1, 1929. Chaplin also agrees to the provisions of Article IV hereof.

Section 5. Notwithstanding the provisions of Article IV hereof, it is agreed that should the financial returns from the foreign marketing, exploitation and turning to account for exhibition purposes, of the motion picture photoplay of Chaplin, about to be delivered to the corporation, not be satisfactory in his sole and absolute judgment to Chaplin, he shall have the right, as to all subsequent motion picture photoplays produced by him, to market the same in all parts of the world, other than the United States of America, Dominion of Canada, Mexico, Cuba, and other parts of the North American hemisphere, through persons or corporations other than the United Artists Corporation, or its subsidiary corporations, providing he gives written notice to the corporation to that effect at least sixty (60) days prior to delivery of the second motion picture photoplay which he is to deliver to the corporation hereunder.

ARTICLE IV

Section 1. The license to distribute the motion picture photoplays of the parties hereto, granted to the corporation and its subsidiary corporations, shall extend to all parts of the world and shall be subject to the foreign charges for distribution and the terms, conditions and provisions prevailing in the existing distribution agreement between Miss Pickford and the corporation, Fairbanks and the corporation, and Chaplin and the corporation for the motion picture photoplay "The Woman of Paris", to-wit: said rates or charges for distribution being as follows:

England, Australia and Canada	30% of the gross
Continental Europe, South America, Japan, Cuba and Mexico	40% of the gross
Other territories not specifically mentioned, not exceeding	40% of the gross

The above rates apply tothose countries where the United Artists Corporation, or its subsidiary corporations, maintain exchanges and actually distribute motion pictures in those countries, and five percent (5%) of the gross amount collected from licensee shall apply in such countries where the corporation does not directly distribute, all such contracts to be subject to the written approval of the owner of the motion picture first had and obtained. Should the actual cost of distribution to the corporation of the said photoplays herein referred to in the 40% territories above referred to be actually less than 40%, then appropriate refunds shall be made to the individual producers in each instance so as to reduce the actual distribution cost to them to the actual distribution cost to the corporation, such refunds to be based on two (2) year periods beginning January 1, 1925.

The reference to the corporation, as used in this Article, shall include not only the United Artists Corporation but also each and all of its subsidiary corporations now operating and doing business, or which may be erected from time to time by the United Artists Corporation for the purpose of transacting business for it in various parts of the world, provided, however, that no charges for distribution shall be increased above the rates hereinbefore specified, by reason of the creation of any such corporations.

Section 2. All parties hereto agree that the charge for distribution in the United States of America, with reference to any photoplays heretofore or hereafter delivered by the parties hereto to the corporation, shall be twenty-five per cent (25%) on all contracts made by the corporation after January 1st, 1925, instead of the percentages heretofore prevailing; that should any owner of any photoplay decide to roadshow any photoplay subsequent to January 1st, 1925, he shall pay to the corporation a percentage of the net profits derived from such roadshowing of such photoplay, within thirty (30) days from the closing of the roadshows of such photoplay, the amount of such percentage to be determined by the chairman of the board of directors of the corporation and the owner of such photoplay, and in the event of their inability to agree, such amount shall be determined by a neutral third person to be selected by them. In the event of their failure to agree upon such selection, then such third person shall be selected by the board of directors of the corporation, but in no event shall such percentage to be paid to the corporation exceed ten per cent (10%) unless the owner of such photoplay expressly consents thereto.

ARTICLE V.

Section 1. Schenck and the corporation agree to enter into an agreement providing for the distribution of six (6) motion picture feature photoplays, starring Norma Talmadge, said agreement to contain substantially the same terms as those set forth in the distribution agreement between Miss Pickford and the corporation, allowing for such appropriate changes as should be made, inasmuch as Schenck

will function as the producer, manufacturing and delivering the photoplays, and Miss Talmadge as the star, whereas, in the case of Miss Pickford, she functions both as producer and star, and except, furthermore, that Schenck agrees that the provisions of Article IV shall apply to the distribution of said photoplays. Schenck agrees, however, that Miss Talmadge will execute and deliver to the corporation an agreement in writing whereby and whereunder she shall agree to perform all obligations required of her in order to enable Schenck to fulfill his obligations under said distribution agreement, and providing, further, that in the event of the death or incapacity of Schenck, and in the further event that Schenck has not otherwise provided for the completion of his obligations under said contract, she will carry out, perform and observe the same to the end that the corporation will be assured of receiving delivery of all six (6) photoplays. Said photoplays shall be delivered by Schenck to the corporation at the rate of not less than two (2) per year, and in any event all six (6) photoplays shall be delivered on or before November 1, 1928. The term of said distribution agreement shall commence November 1st, 1925. Said distribution agreement shall provide for the delivery to Schenck of One Thousand (1000) shares of the common stock of the corporation, said stock to be held in escrow in like manner as was provided with reference to Miss Pickford's stock, one-sixth (1/6) thereof, or One hundred sixty-six and two-thirds (166-2/3 shares to be delivered to Schenck on delivery of each photoplay. At all times, however, Schenck shall be entitled to the same rights in the escrowed stock as are held by other parties hereto under similar agreements.

Section 5. Schenck hereby subscribes for the same amount of preferred stock of the corporation as has been subscribed for by each of the other parties to this agreement, other than the corporation, namely, One thousand (1000) shares of the par value of One hundred dollars ($100.00) each, and he agrees to pay the sum of Thirty thousand Dollars ($30,000.00) in cash for three hundred (300) shares thereof, forthwith upon the execution of this agreement. All parties hereto, except the corporation, agree to pay for the balance of said preferred stock so subscribed for by them from time to time as called upon in writing by the board of directors, provided, however, that like demands shall be served on all subscribers.

ARTICLE VI.

Section 1. The parties hereto severally ratify and confirm the action of the board of directors in increasing the number of directors from five (5) to six (6), and in electing Schenck as a member of said board.

Section 2. As a material inducement and as part of the consideration to Schenck to enter into this agreement, the other parties hereto have agreed and do hereby agree:

(a) To cause appropriate amendments to be made to the by-laws of the corporation, creating the office of

U.A. Corp.
per D.F.O'B.

C. C.

D. F.

M. P.

J. M. S.
By E.J.L.

Each party hereto, however, reserves the right to control and determine the sales and distribution policy to apply to, and to govern his own productions, and each party further reserves the right to require the corporation to book his own productions with such exhibitors and upon such terms and conditions as he may deem fit. This provision shall be deemed an amendment to the respective distribution contracts now in force between the Corporation and the respective parties hereto.

Section 2. Schenck hereby subscribes for the same amount of preferred stock of the corporation as has been subscribed for by each of the other parties to this agreement, other than the corporation, namely, One thousand (1000) shares of the par value of One hundred dollars ($100.00) each, and he agrees to pay the sum of Thirty thousand Dollars ($30,000.00) in cash for three hundred (300) shares thereof, forthwith upon the execution of this agreement. All parties hereto, except the corporation, agree to pay for the balance of said preferred stock so subscribed for by them from time to time as called upon in writing by the board of directors, provided, however, that like demands shall be served on all subscribers.

ARTICLE VI.

Section 1. The parties hereto severally ratify and confirm the action of the board of directors in increasing the number of directors from five (5) to six (6), and in electing Schenck as a member of said board.

Section 2. As a material inducement and as part of the consideration to Schenck to enter into this agreement, the other parties hereto have agreed and do hereby agree:

(a) To cause appropriate amendments to be made to the by-laws of the corporation, creating the office of chairman of the board of directors, whose powers and duties shall be as follows, to wit: He shall preside at all meetings of the board of directors; he shall exercise a general supervision over the affairs of the corporation and over all other officers and employees other than the directors; he shall have the sole and absolute power to execute contracts with outside producers for not exceeding a total of six (6) motion

picture feature photoplays from all outside producers per year, for delivery to the corporation not later than November 1, 1923, on such terms and conditions as may be approved by him, provided, however, that he shall not obligate the corporation to finance the whole or any part of the production of such photoplays or to guarantee the financial returns upon such photoplays, or agree to distribute said photoplays, or any of them, for any less percentage of earnings to the corporation, or on any more favorable terms, than are provided for in the distribution agreements of the respective parties hereto, it being understood that the chairman of the board of directors shall be entitled to be financially interested in the production of any such photoplays, provided, however, that he shall in every instance accord to the other parties to this agreement, other than the corporation, the right to participate in such financing on the same basis as he himself may be interested. The foregoing shall not be construed so as to prevent the board of directors from authorizing the execution of agreements with other producers for other product in addition to the six (6) pictures per year herein provided for. In connection with the foregoing, it is understood by the parties hereto that Schenck, who is to be the chairman of the board of directors as is hereinafter provided, may organize a finance corporation for the purpose of assisting in the financing of various outside productions, as hereinabove in this subdivision provided for; that in the event he does organize such finance corporation, the other parties hereto, other than the corporation, will be invited to become financially interested therein to such proportion as such person may elect, but in no event exceeding the amount that Schenck is interested in said corporation, and in the event that they or their respective nominees fail to become so interested, thereafter they shall not be entitled as a matter

of right to participate in the financing of any individual production which may be financed in whole or in part by such finance corporation.

Neither the words "United Artists" or any words similar thereto, nor the name of any party hereto not assenting, shall be used as the title or name, or part of the title or name of the finance corporation, or in connection with such finance corporation for publicity, trade, or advertising purposes.

to January 1st, 1927, at which time the board of directors shall determine, by a majority vote, as to what compensation he shall receive for services rendered by him prior to such date, and what compensation he shall receive thereafter, such compensation to be paid only out of the net profits of the corporation.

ARTICLE VII.

Section 1. Griffith shall be at liberty to join in the execution of this agreement as a party hereto, in which event he shall be bound by all of the provisions hereof in like manner as though he had signed this agreement originally; and furthermore, the following article shall be deemed included in this present agreement:

> "The term of the distribution agreement between Griffith and the corporation is hereby extended for a period necessary to enable Griffith to, and he hereby agrees to, deliver to the corporation for distribution five (5) additional feature photoplays at the rate of not less than one (1) peryear, or three (3) in two years, and in any event all five (5) photoplays on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

of right to participate in the financing of any individual production which may be financed in whole or in part by such finance corporation.

(b) To appoint Schenck to the office of chairman of the board of directors and to continue him in said office until at least November 1, 1928.

(c) Not to repeal, amend or revoke said amendments prior to the date last above mentioned.

Section 5. Schenck shall receive no compensation for any services rendered by him in such capacity prior to January 1st, 1927, at which time the board of directors shall determine, by a majority vote, as to what compensation he shall receive for services rendered by him prior to such date, and what compensation he shall receive thereafter, such compensation to be paid only out of the net profits of the corporation.

ARTICLE VII.

Section 1. Griffith shall be at liberty to join in the execution of this agreement as a party hereto, in which event he shall be bound by all of the provisions hereof in like manner as though he had signed this agreement originally; and furthermore, the following article shall be deemed included in this present agreement:

> "The term of the distribution agreement between Griffith and the corporation is hereby extended for a period necessary to enable Giffith to, and he hereby agrees to, deliver to the corporation for distribution five (5) additional feature photoplays at the rate of not less than one (1) peryear, or three (3) in two years, and in any event all five (5) photoplays on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

"(a) Griffith shall receive no additional common stock beyond the amounts provided to be delivered to him during the original term of said contract.

"(b) The provisions of Article IV hereof."

In case Griffith fails to or refuses to become a party to this agreement, and in the event that for any reason whatsoever the corporation distributes his productions in accordance with the provisions of the original agreement between Griffith and the corporation as extended, then, in order that Griffith shall have no preference over any of the other parties hereto, the charge for distribution for each production of the parties hereto shall be the same as for Griffith's productions, and to that end appropriate refund shall be made by the corporation to the other parties to this agreement so that the percentage cost of distribution to them shall be no greater than that paid by Griffith.

Section 2. Nothing herein contained shall be construed in any manner in derogation of the extension agreement heretofore signed by the parties hereto and Griffith, it being the intention of the parties hereto by the execution of this agreement to ratify and affirm the execution of said former extension agreement.

ARTICLE VIII.

Section 1. Anything herein to the contrary notwithstanding, Chaplin shall have the absolute right during each year, during the period of five (5) years commencing January 1st, 1925, to deliver to the corporation for distribution not more than two (2) Pictures in addition to those hereinabove contracted for, upon the same terms and conditions

provided in his existing contract with the corporation, as modified by this agreement, except that he shall not be entitled to receive any additional common stock upon the delivery of any such additional pictures, and that he shall not be obligated to appear in, direct or supervise such additional pictures. The provisions of Chaplin's existing contract, as modified by this agreement, shall govern and apply to each additional production in the same manner and to the same extent, and with the same force and effect, as if such productions were specifically mentioned in such agreement as modified, except as aforesaid, and except further, that the corporation agrees to adopt and use upon the main title of such additional productions and upon all paid advertising, publicity and exploitation material such working, phraseology, and reading matter as may be required by Chaplin.

At least sixty (60) days before the delivery of any such additional production, Chaplin shall give notice by registered mail to each of the parties hereto of his exercise of the privilege to furnish to the corporation for distribution additional productions, and upon the service of such notice, each of the parties hereto, including Schenck individually, shall have a similar right to require the corporation to distribute the same number of productions as Chaplin shall deliver to the corporation for distribution, and upon substantially the same terms and conditions as shall govern and apply to the additional Chaplin productions. Nothing herein contained shall be construed as relieving any of the parties hereto from delivering to the corporation for distribution the number of pictures hereinbefore specifically provided for in the other articles.

In the event of the exercise by any of the

parties hereto of the rights granted under this article, then the corporation agrees, upon request of such parties, to enter into appropriate distribution contracts with respect to such additional productions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written, the corporation by its proper officers thereunto duly authorized.

MARY PICKFORD FAIRBANKS

CHARLES CHAPLIN

JOSEPH M. SCHENCK

DOUGLAS FAIRBANKS

UNITED ARTISTS CORPORATION

By DENNIS F. O'BRIEN (Seal)
Vice-President

AGREEMENT

Between:

Mary Pickford Fairbanks

Charles Chaplin

Douglas Fairbanks

Joseph M. Schenck

United Artists Corporation

Dated: November 22nd, 1934.

O'BRIEN, MALEVINSKY & DRISCOLL
LAW OFFICES
FITZGERALD BLDG. TIMES SQUARE
NEW YORK CITY

To CHARLES CHAPLIN

Dear Sirs:

Supplementing the agreement executed this date, it is agreed that if, for any reason, it becomes necessary for you to deliver to United Artists Corporation, motion pictures in which you do not personally appear, that those motion pictures will be accepted in lieu of the ones provided in your original agreement, as modified by the agreement of even date herewith, relative to the common stock that you are to receive upon the delivery of your motion pictures to the United Artists Corporation, pursuant to the aforesaid agreements, and you shall be entitled, upon the delivery of such productions, to receive the one-fifth (1/5th) of the undelivered common stock, and each of such productions shall be counted as being deliveries under the terms of the original contract, as modified by this agreement. Such production shall be produced or supervised by you and shall be features.

MARY PICKFORD FAIRBANKS

DOUGLAS FAIRBANKS

UNITED ARTISTS CORP.

per Dennis F. O'Brien,
V.Pres.

JOSEPH M. SCHENCK

by Edwin J. Loeb
His Atty in fact.

Accepted

CHARLES CHAPLIN.

AGREEMENT executed at New York, N.Y., November 22nd, 1924, by and between MARY PICKFORD FAIRBANKS, of Los Angeles, California, hereinafter sometimes referred to as "Miss Pickford", CHARLES CHAPLIN, of Los Angeles, California, hereinafter sometimes referred to as "Chaplin", DOUGLAS FAIRBANKS, of Los Angeles, California, hereinafter sometimes referred to as "Fairbanks", JOSEPH M. SCHENCK, of Los Angeles, California, hereinafter sometimes referred to as "Schenck", and UNITED ARTISTS CORPORATION, a Delaware corporation, having its principal place of business at 729 Seventh Avenue, in the city of New York, hereinafter sometimes referred to as the "corporation".

W I T N E S S E T H :

The parties herein contracting do so with reference to the following facts:

Miss Pickford, Chaplin and Fairbanks heretofore entered into divers agreements with each other and with David W. Griffith, of Mamaroneck, county of Westchester, State of New York, hereinafter sometimes referred to as "Griffith", resulting in the formation of the corporation and the execution of distribution agreements between each of said persons and the corporation and extensions of each of said distribution agreements other than the one between Chaplin and the corporation. Griffith has notified the corporation that he has assigned certain contractual rights held by him in such connection to D. W. Griffith's, Inc., and wherever in this agreement such construction is necessary, a reference to Griffith shall also be deemed to include a reference to said

D. W. Griffith's, Inc. Miss Pickford, Chaplin, Fairbanks and Griffith are the owners of all of the preferred and common stock of the corporation, now issued and outstanding, other than certain qualifying shares issued to directors. Schenck has agreed to distribute through the corporation a series of six (6) motion picture feature photoplays starring Norma Talmadge, and to enter into an appropriate distribution agreement in connection therewith, on the conditions hereinafter specified.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

ARTICLE I.

Section 1. The term of the distribution agreement between Miss Pickford and the corporation is hereby extended for a period necessary to enable Miss Pickford to, and she hereby agrees to, deliver to the corporation for distribution in addition to the nine (9) pictures originally contracted for, six (6) feature photoplays, starring her, at the rate of not less than two (2) per year, and in any event all six (6) photoplays shall be delivered on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

(a) Miss Pickford shall receive no additional common stock beyond the amounts provided to be delivered to her during the original term of said contract.

(b) The provisions of Article IV hereof.

ARTICLE II.

Section 1. The term of the distribution agreement between Fairbanks and the corporation is hereby extended for

a period necessary to enable Fairbanks to, and he hereby agrees to, deliver to the corporation for distribution, in addition to the nine (9) pictures originally contracted for, five (5) feature photoplays, starring him, at the rate of not less than one (1) per year, or three (3) in two years, and in any event all five (5) photoplays shall be delivered on or before November 1, 1926, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:

(a) Fairbanks shall receive no additional common stock beyond the amounts provided to be delivered to him during the original term of said contract.

(b) The Provisions of Article IV hereof.

Section 2. Fairbanks agrees to close the road-shows of his motion picture photoplay "The Thief of Bagdad" and to deliver the same for distribution purposes to the United Artists Corporation not later than January 1st, 1925.

ARTICLE III.

Section 1. Chaplin and the corporation agree to, and do hereby modify the Chaplin distribution agreement so that Chaplin shall be obligated to deliver to the corporation for distribution only five (5) additional motion picture photoplays, described in the original contract instead of the eight (8) undelivered pictures provided for in said contract. The balance of the common stock of the corporation, which is now held in escrow for the benefit of Chaplin, shall be delivered to him in the proportion of one-fifth (1/5) thereof upon delivery of each motion picture

photoplay by Chaplin to the corporation, as in said contract provided. Chaplin agrees to deliver to the corporation not less than one (1) motion picture photoplay per year, commencing at the date hereof, and to deliver all five (5) of said photoplays on or before January 1, 1929. Chaplin also agrees to the provisions of Article IV hereof.

Section 3. Notwithstanding the provisions of Article IV hereof, it is agreed that should the financial returns from the foreign marketing, exploitation and turning to account for exhibition purposes, of the motion picture photoplay of Chaplin, about to be delivered to the corporation, not be satisfactory in his sole and absolute judgment to Chaplin, he shall have the right, as to all subsequent motion picture photoplays produced by him, to market the same in all parts of the world, other than the United States of America, Dominion of Canada, Mexico, Cuba, and other parts of the North American hemisphere, through persons or corporations other than the United Artists Corporation, or its subsidiary corporations, providing he gives written notice to the corporation to that effect at least sixty (60) days prior to delivery of the second motion picture photoplay which he is to deliver to the corporation hereunder.

ARTICLE IV.

Section 1. The license to distribute the motion picture photoplays of the parties hereto, granted to the corporation and its subsidiary corporations, shall extend to all parts of the world and shall be subject to the foreign charges for distribution and the terms, conditions and provisions prevailing in the existing distribution agreements between Miss Pickford and the corporation, Fairbanks and the

corporation, and Chaplin and the corporation for the motion picture photoplay "The Woman of Paris", to-wit: said rates or charges for distribution being as follows:

England, Australia and Canada,	30% of the gross
Continental Europe, South America, Japan, Cuba and Mexico	40% of the gross
Other territories not specifically mentioned, not exceeding	40% of the gross

The above rates apply to those countries where the United Artists Corporation, or its subsidiary corporations, maintain exchanges and actually distribute motion pictures in those countries, and five percent (5%) of the gross amount collected from licensee shall apply in such countries where the corporation does not directly distribute, all such contracts to be subject to the written approval of the owner of the motion picture first had and obtained. Should the actual cost of distribution to the corporation of the said photoplays herein referred to in the 40% territories above referred to be actually less than 40%, then appropriate refunds shall be made to the individual producers in each instance so as to reduce the actual distribution cost to them to the actual distribution cost to the corporation, such refunds to be based on two (2) year periods beginning January 1, 1925.

The reference to the corporation, as used in this Article, shall include not only the United Artists Corporation but also each and all of its subsidiary corporations now operating and doing business, or which may be created from time to time by the United Artists Corporation for the purpose of transacting business for it in various parts of

the world, provided, however, that no charges for distribution shall be increased above the rates hereinbefore specified, by reason of the creation of any such corporations.

Section 6. All parties hereto agree that the charge for distribution in the United States of America, with reference to any photoplays heretofore or hereafter delivered by the parties hereto to the corporation, shall be twenty-five per cent (25%) on all contracts made by the corporation after January 1st, 1925, instead of the percentages heretofore prevailing; that should any owner of any photoplay decide to roadshow any photoplay subsequent to January 1st, 1925, he shall pay to the corporation a percentage of the net profits derived from such roadshowing of such photoplay, within thirty (30) days from the closing of the roadshows of such photoplay, the amount of such percentage to be determined by the chairman of the board of directors of the corporation and the owner of such photoplay, and in the event of their inability to agree, such amount shall be determined by a neutral third person to be selected by them. In the event of their failure to agree upon such selection, then such third person shall be selected by the board of directors of the corporation, but in no event shall such percentage to be paid to the corporation exceed ten per cent (10%), unless the owner of such photoplay expressly consents thereto.

ARTICLE V.

Section 1. Schenck and the corporation agree to enter into an agreement providing for the distribution of six (6) motion picture feature photoplays, starring Norma Talmadge, said agreement to contain substantially the same terms as those set forth in the distribution agreement between Miss Pickford and the corporation, allowing for such appropriate changes as should be made, inasmuch as Schenck will function as the producer, manufacturing and delivering the photoplays, and Miss Talmadge as the star, whereas, in the case of Miss Pickford she functions both as producer and star, and except, furthermore, that Schenck agrees that the provisions of Article IV shall apply to the distribution of said photoplays. Schenck agrees, however, that Miss Talmadge will execute and deliver to the corporation an agreement in writing whereby and whereunder she shall agree to perform all obligations required of her in order to enable Schenck to fulfill his obligations under said distribution agreement, and providing, further, that in the event of the death or incapacity of Schenck, and in the further event that Schenck has not otherwise provided for the completion of his obligations under said contract, she will carry out, perform and observe the same to the end that the corporation will be assured of receiving delivery of all six (6) photoplays. Said photoplays shall be delivered by Schenck to the corporation at the rate of not less than two (2) per year, and in any event all six (6) photoplays shall be delivered on or before November 1, 1928. The term of said distribution agreement shall commence November 1st, 1925. Said distribution agreement shall provide for the delivery to Schenck of One thousand (1000)

shares of the common stock of the corporation, said stock to be held in escrow in like manner as was provided with reference to Miss Pickford's stock, one-sixth (1/6) thereof or One hundred sixty-six and two-thirds (166-2/3) shares to be delivered to Schenck on delivery of each photoplay. At all times, however, Schenck shall be entitled to the same rights in the escrowed stock as are held by other parties hereto under similar agreements.

Section 2. Schenck hereby subscribes for the same amount of preferred stock of the corporation as has been subscribed for by each of the other parties to this agreement, other than the corporation, namely, One thousand (1000) shares of the par value of One hundred dollars ($100.) each, and he agrees to pay the sum of Thirty thousand dollars ($30,000.00) in cash for three hundred (300) shares thereof, forthwith upon the execution of this agreement. All parties hereto, except the corporation, agree to pay for the balance of said preferred stock so subscribed for by them fromtime to time as called upon in writing by the board of directors, provided, however, that like demands shall be served on all subscribers.

ARTICLE VI.

Section 1. The parties hereto severally ratify and confirm the action of the board of directors in increasing the number of directors from five (5) to six (6), and in electing Schenck as a member of said board.

Section 2. As a material inducement and as part of the consideration to Schenck to enter into this agreement, the other parties hereto have agreed and do hereby agree:

(a) To cause appropriate amendments to be made

U.A.Corp
per D.F.O'B
C.C.
D.F.
H.F.
J.H.S.
by E.J.L.

Each party hereto, however, reserves the right to control and determine the sales and distribution policy to apply to, and to govern his own productions, and each party further reserves the right to acquire the corporation to book his own productions with such exhibitors and upon such terms and conditions as he may deem fit. This provision shall be deemed an amendment to the respective distribution contracts now in force between the Corporation and the respective parties hereto.

as may be approved by him, provided, however, that he shall not obligate the corporation to finance the whole or any part of the production of such photoplays or to guarantee the financial returns upon such photoplays, or agree to distribute said photoplays, or any of them, for any less percentage of earnings to the corporation, or on any more favorable terms, than are provided for in the distribution agreements of the respective parties hereto, it being understood that the chairman of the board of directors shall be entitled to be financially interested in the production of any such photoplays, provided, however, that he shall in every instance accord to the other parties to this agreement, other than the corporation, the right to participate in such financing on the same basis as he himself may be interested. The foregoing shall not be construed so as to prevent the board of directors from authorizing the execution of agreements with other producers for other product in addition to the six (6) pictures per year herein provided for. In

(a) To cause appropriate amendments to be made to the by-laws of the corporation, creating the office of chairman of the board of directors, whose powers and duties shall be as follows, to-wit: he shall preside at all meetings of the board of directors; he shall exercise a general supervision over the affairs of the corporation and over all other officers and employees other than the directors; he shall have the sole and absolute power to execute contracts with outside producers for not exceeding a total of six (6) motion picture feature photoplays from all outside producers per year, for delivery to the corporation not later than November 1, 1928, on such terms and conditions as may be approved by him, provided, however, that he shall not obligate the corporation to finance the whole or any part of the production of such photoplays or to guarantee the financial returns upon such photoplays, or agree to distribute said photoplays, or any of them, for any less percentage of earnings to the corporation, or on any more favorable terms, than are provided for in the distribution agreements of the respective parties hereto, it being understood that the chairman of the board of directors shall be entitled to be financially interested in the production of any such photoplays, provided, however, that he shall in every instance accord to the other parties to this agreement, other than the corporation, the right to participate in such financing on the same basis as he himself may be interested. The foregoing shall not be construed so as to prevent the board of directors from authorizing the execution of agreements with other producers for other product in addition to the six (6) pictures per year herein provided for. In

connection with the foregoing, it is understood by the parties hereto that Schenck, who is to be the chairman of the board of directors as is hereinafter provided, may organize a finance corporation for the purpose of assisting in the financing of various outside productions, as hereinabove in this subdivision provided for; that in the event he does organize such finance corporation, the other parties hereto, other than the corporation, will be invited to become financially interested therein to such proportion as such person may elect, but in no event exceeding the amount that Schenck is interested in said corporation, and in the event that they or their respective nominees fail to become so interested, thereafter they shall not be entitled as a matter of right to participate in the finan-

Neither the words "United Artists" or any words similar thereto, nor the name of any part hereto not assenting, shall be used as the title or name, or part of the title or name of the finance corporation, or in connection with such finance corporation for publicity, trade, or advertising purposes.

Section 3. Schenck shall receive no compensation for any services rendered by him in such capacity prior to January 1st, 1927, at which time the board of directors shall determine, by a majority vote, as to what compensation he shall receive for services rendered by him prior to such date, and what compensation he shall receive thereafter, such compensation to be paid only out of the net profits of the corporation.

connection with the foregoing, it is understood by the parties hereto that Schenck, who is to be the chairman of the board of directors as is hereinafter provided, may organize a finance corporation for the purpose of assisting in the financing of various outside productions, as hereinabove in this subdivision provided for; that in the event he does organize such finance corporation, the other parties hereto, other than the corporation, will be invited to become financially interested therein to such proportion as such person may elect, but in no event exceeding the amount that Schenck is interested in said corporation, and in the event that they or their respective nominees fail to become so interested, thereafter they shall not be entitled as a matter of right to participate in the financing of any individual production which may be financed in whole or in part by such finance corporation.

(b) To appoint Schenck to the office of chairman of the board of directors and to continue him in said office until at least November 1, 1928.

(c) Not to repeal, amend or revoke said amendments prior to the date last above mentioned.

Section 3. Schenck shall receive no compensation for any services rendered by him in such capacity prior to January 1st, 1927, at which time the board of directors shall determine, by a majority vote, as to what compensation he shall receive for services rendered by him prior to such date, and what compensation he shall receive thereafter, such compensation to be paid only out of the net profits of the corporation.

ARTICLE VII.

Section 1. Griffith shall be at liberty to join in the execution of this agreement as a party hereto, in which event he shall be bound by all of the provisions hereof in like manner as though he had signed this agreement originally; and furthermore, the following article shall be deemed included in this present agreement:

> "The term of the distribution agreement between Griffith and the corporation is hereby extended for a period necessary to enable Griffith to, and he hereby agrees to, deliver to the corporation for distribution five (5) additional feature photoplays at the rate of not less than one (1) per year, or three (3) in two years, and in any event all five (5) photoplays on or before November 1, 1928, said photoplays to be delivered and distributed on the same terms and conditions as are set forth in the original distribution agreement, except:
>
> "(a) Griffith shall receive no additional common stock beyond the amounts provided to be delivered to him during the original term of said contract.
>
> "(B) The provisions of Article IV hereof."

In case Griffith fails or refuses to become a party to this agreement, and in the event that for any reason whatsoever the corporation distributes his productions in accordance with the provisions of the original agreement between Griffith and the corporation as extended, then, in order that Griffith shall have no preference over any of the other parties hereto, the charge for distribution for each production of the parties hereto shall be the same as for Griffith's productions, and to that end appropriate refund shall be made by the corporation to the other parties to this agreement so that the percentage cost of distribution to them shall be no greater than that paid by Griffith.

Section 8. Nothing herein contained shall be construed in any manner in derogation of the extension agreement heretofore signed by the parties hereto and Griffith, it being the intention of the parties hereto by the execution of this agreement to ratify and affirm the extention of said former extension agreement.

ARTICLE VIII.

Section 1. Anything herein to the contrary notwithstanding, Chaplin shall have the absolute right during each year, during the period of five (5) years commencing January 1, 1925, to deliver to the corporation for distribution not more than two (2) Pictures in addition to those hereinabove contracted for, upon the same terms and conditions provided in his existing contract with the corporation, as modified by this agreement, except that he shall not be entitled to receive any additional common stock upon the delivery of any such additional pictures, and that he shall not be obligated to appear in, direct or supervise such additional pictures. The provisions of Chaplin's existing contract, as modified by this agreement, shall govern and apply to each additional production in the same manner and to the same extent, and with the same force and effect, as if such productions were specifically mentioned in such agreement as modified, except as aforesaid, and except further, that the corporation agrees to adopt and use upon the main title of such additional productions and upon all paid advertising, publicity and exploitation material such wording, phraseology, and reading matter as may be required by Chaplin.

At least sixty (60) days before the delivery date of any such additional production, Chaplin shall give notice by registered mail to each of the parties hereto of his exercise of the privilege to furnish to the corporation for distribution additional productions, and upon the service of such notice, each of the parties hereto, including Schenck individually, shall have a similar right to require the corporation to distribute the same number of productions as Chaplin shall deliver to the corporation for distribution, and upon substantially the same terms and conditions as shall govern and apply to the additional Chaplin productions. Nothing herein contained shall be construed as relieving any of the parties hereto from delivering to the corporation for distribution the number of pictures hereinabove specifically provided for in the other articles.

In the event of the exercise by any of the parties hereto of the rights granted under this article, then the corporation agrees, upon request of such parties, to enter into appropriate distribution contracts with respect to such additional productions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written, the corporation by its proper officers thereunto duly authorized.

MARY PICKFORD FAIRBANKS

CHARLES CHAPLIN

JOSEPH M. SCHENCK

DOUGLAS FAIRBANKS

UNITED ARTISTS CORPORATION

by Dennis F. O'Brien
Vice-President.

BANKERS TRUST COMPANY

FIFTH AVENUE AT 46TH STREET
NEW YORK
November 24th, 1924.

Mr. J. C. Epping,
c/o D.W.Griffith,Inc.,
1476 Broadway, N.Y.C.

Dear Mr.Epping: re:Remittance to Germany

We acknowledge receipt of your letter of November 22nd and have noted that on the 15th of each month beginning December 15th and until otherwise instructed, we are to transfer by mail through the Direction Der Disconto Gesellschaft, the sum of $15. with instructions that they notify and hold a like amount at the disposal of

Antonie Bundiger,
Neustadt 692 B.I.
Prenzlau,Germany

It is understood that this payment is payable in Germany at the German banks' buying rate for sight drafts on New York. We have further noted that the cost of this transfer is to be charged to your account under advice to you.

Very truly yours,

James A. Morrissey

Foreign Department

SPECIALIST IN LARCHMONT AND WESTCHESTER PROPERTIES

Barnet Recorder
Notary Public
Fidelity Bonds

G. WOODFORD DEMING
REAL ESTATE AND INSURANCE
41 BOSTON POST ROAD
LARCHMONT, N. Y.

Telephone
Office [illegible]
Residence [illegible]

Larchmont, N.Y.
Nov. 24th 1924.

D. H. Griffith Inc.,
#1476 Broadway,
New York City.

Attention of Mr. A.L.Gray Vice-Pres.

Gentlemen:-

I acknowledge with thanks your letter of Nov. 22nd and note that your property at Orienta Point, Mamaroneck is for sale, 28½ acres, price $700,000.

If it is necessary for me to have a letter in order to inspect the premises, I would appreciate it very much if you would forward such a letter.

It would also be interesting to know just what restrictions, if any, there are on the property.

Thanking you, I beg to remain,

Yours very truly,
G. Woodford Deming

CWD*HR

United Artists Corporation
729 Seventh Avenue
New York

November 24th
19 24

Messrs. D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Gentlemen:

In accordance with your assignment, we have to-day forwarded to the Central Union Trust Co., 80 Broadway, New York, check from The Allied Artists Corporation, Ltd., London, in the amount of £106.13.9, being 70% of collections, less charges on "Way Down East" played in England week ending November 7th, 1924.

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

WSH G

STATE OF NEW YORK

STATE TAX COMMISSION

IN REPLY REFER TO
INCOME TAX BUREAU
DIVISION

TAX DEPARTMENT
ALBANY

INCOME TAX BUREAU

David Wark Griffith
% Griffith Ranch
San Fernando, Calif.

NOV 25 1924

Dear Sir:

Referring further to office letter dated October 14, 1924 it is again requested that you kindly furnish the information asked for therein in order that the audit of your 1923 New York State Income Tax return may be completed without further delay.

Kindly reply within ten days, referring to Division 44-File 27113.

Very truly yours,

THE STATE TAX COMMISSION

By Roy H. Palmer

Roy H. Palmer,
Assistant Director,
Chief-Audit Division,
Income Tax Bureau.

FMB-TL

Deutsches Generalkonsulat.
German Consulate General.
New York.

J. Nr. 114.
In answering please refer to above number.

New York, Nov. 20, 1924.

159

Mr. Albert H.T. Hanshaf,
c/o. Hanshaf, Templeton & Littlus,
Grand Central Building,
120 W. 42nd Street,
New York City.

My dear Mr. Hanshaf:-

Some time ago I read in the paper that Mr. Griffith has returned from the other side. I should very much like to hear whether he was satisfied with his stay and whether the introduction we gave to him was of some use.

I am also interested to learn how the filming of the chapter "Isn't Life Wonderful" out of the book by Ross is progressing and if you should have a chance to see Mr. Griffith and speak to him about this matter, I should very much appreciate a line of him to this fact.

Meanwhile I am,

Very truly yours,

H. Brüfing

Commercial Attaché.

P. A. POWERS
722 SEVENTH AVE.
NEW YORK

November 20th, 1924.

D. W. Griffith Inc.,
1476 Broadway,
New York City.

Dear Sirs:

I have this day received from the Central Union Trust Company a check of the United Artists to the order of P. A. Powers in the sum of $5,000.00.

You understand of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Yours very truly,

M. B. Levy
Secretary to Mr. Powers

L-K

(OFFICE)

LANDLORD.

TENANT.

This Indenture, made the 26th day of November 1924 (9

between [redacted] incorporated under the laws of the State

of [redacted] hereinafter called "Landlord," and THE McKnight Radium Laboratories

[redacted] CORPORATION,

A Corporation of the State of Arizona

hereinafter called "Tenant."

Witnesseth: That the Landlord hereby leases to the Tenant, and the Tenant hereby hires from

it as Landlord, Office known as No. 122

SPACE.

in the 11th story of the building at the

Northeasterly corner of Broadway and 42nd Street, in the Borough of Manhattan, City of New York,

TERM.

for the term of Seventeen months (17) (or until the said

term shall sooner cease under the provisions hereof), to commence on the First day of

December nineteen hundred and twenty-four and to end at noon on the 30th

day of April, nineteen hundred and Twenty six, at the annual rental of

RENT.

Twelve hundred & 00/100----------

dollars ($ 1200.00), lawful money of the United States, which the Tenant covenants to pay to the Landlord at its principal office in the City of New York, in equal monthly instalments in advance on the first day of each month during the said term.

This lease is subject to all present or future mortgages of deeds of trust affecting the leased premises.

This letting is upon the following express conditions, each of which the Tenant covenants will be observed and performed throughout the said term, and any violation of any thereof, if followed by written notice so declaring, given by the Landlord or its duly authorized agent and served upon the Tenant or left upon the leased premises, shall terminate the estate hereby granted and the term hereby granted shall thereupon cease and expire, that is to say:

CONDITIONAL LIMITATIONS.

1. The premises hereby leased shall be used and occupied by the Tenant as its office for the transaction of its business radium laboratory company, executive offices only and for no other purpose.

2. Without the prior written consent of the Landlord the term hereby leased shall not be assigned, nor shall any right or interest thereto or therein be conferred on or vested in anyone other than the Tenant, whether by operation of law or otherwise, nor shall the Tenant let, underlet, or permit the leased premises or any part thereof to be used by others for hire.

3. The Tenant shall not make any alterations in, additions or improvements to the leased premises without the prior written consent of the Landlord.

4. The Tenant and the clerks, servants, agents and visitors of the Tenant shall faithfully comply with and observe the rules and regulations hereinafter set forth or hereafter to be made in accordance with the provisions of this lease.

5. No cigars, cigarettes, tobaccos or smokers' articles, theatre or other amusement tickets, men's, youths', boys' or male children's ready-to-wear outer garments, newspapers, magazines or periodicals, shall be sold, handled, distributed, advertised or displayed on or from the leased premises; nor shall the business of a public barber shop or manicuring or chiropodist establishment, or of stenography, typewriting, multigraphing, mimeographing, or any similar occupation, be permitted or carried on or advertised on or from the leased premises, nor shall there be erected, placed, maintained or in any way permitted or suffered upon the leased premises or any part thereof any livery stable, slaughter house, distillery or any manufactory for the making of gunpowder, soap, candles, starch, varnish, vitriol, glue, ink, turpentine or other chemical preparations, or any factory for tanning, dressing or preparing skins, hides or leather, or any sugar manufactory, bakery, steam engine, furnace, smith shop, forge, brass factory or foundry, or nail or other iron foundry or factory, or any other dangerous, noxious or offensive trade or business whatsoever, or any hotel or apartment house, or cafe or restaurant; and no part of the leased premises shall at any time be actually appropriated, used or occupied to or for any other use than that defined in Condition number 1, above.

The parties covenant as follows:

DESERTION.

First.—In case the leased premises shall be deserted or vacated, the Landlord shall have the right and authority to enter the same as the agent of the Tenant, either by force or otherwise, without being liable to any prosecution therefor, and to relet the same as the agent of the Tenant, and receive the rent therefor, and to apply the same to the payment of the rent due hereunder, holding the Tenant liable for any deficiency.

TENANT'S CARE.

Second.—The Tenant shall take good care of the leased premises and the fixtures therein, and, at the expiration or other termination of the term, shall surrender the said premises and fixtures in as good condition as reasonable use will permit. All injury to the building or fixtures caused by moving the property of the Tenant in or out of the said building, and all breakage or other injury done by the Tenant or the agents, clerks, servants or visitors of the Tenant, as well as any damage caused by the overflow or escape of water, steam, gas, electricity or other substance, due to the negligence of the Tenant, or the agents, clerks, servants or visitors of the Tenant, shall be repaired by the Landlord at the expense of the Tenant. The cost thereof shall be determined on statements rendered by the Landlord to the Tenant, and the sum so determined shall be payable to the Landlord upon delivery of such statement, and if not paid within ten days thereafter, the said sum shall become so much additional rent for the succeeding month, payable with the instalment of rent next becoming due, and collectible as such.

ALTERATIONS

Third.—All alterations, additions or improvements upon the leased premises or the building made by either party (except movable furniture put in at the expense of the Tenant and removable without defacing or injuring the building or leased premises) shall become the property of the Landlord, and shall remain upon and be surrendered with the premises as a part thereof at the end of the term without disturbance, molestation or injury.

FIRE.

Fourth.—In case of injury to the leased premises or appurtenances by fire or other casualty, the Tenant shall give immediate notice thereof to the Landlord. If the leased premises shall be damaged by fire or other casualty without the fault or neglect of the Tenant, or the agents, clerks, servants or visitors of the Tenant, the injury shall be repaired as speedily as possible after such notice at the expense of the Landlord; but if, without such fault or neglect, the leased premises shall be rendered untenantable by the elements or any other casualty, the rent shall cease until the same shall be repaired as aforesaid. If, without such fault or neglect, the building shall be destroyed by the elements or any other casualty, or so nearly destroyed as to require rebuilding, the rent shall be paid up to the time of such destruction, and from thenceforth this lease shall cease and come to an end. No compensation or claim will be allowed by the Landlord by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing any portion of the building, however the necessity may occur.

DAMAGE.

Fifth.—The Landlord shall not be liable for any damage to any property or person at any time in the leased premises or in said building from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of said building, or from the pipes or plumbing works of the same, or from any other place or quarter. The Tenant shall give to the Landlord or to its agent prompt written notice of any accident to, or defect in, the water pipes, gas pipes, warming apparatus or electric wires, and the same will be remedied by the Landlord with due diligence, subject to the provisions of the paragraph numbered Second, above.

ELEVATORS, HEAT, LIGHT, AND JANITOR SERVICE.

Sixth.—The Landlord covenants that at its expense passenger elevators will be run on business days from 8 a. m. to 6:30 p. m., and that one elevator will be subject to call during other hours of the business days and on Sundays and holidays; that at its expense its janitor will clean and keep in order the leased premises, it being understood and agreed between the parties hereto that no person or persons other than the said janitor, and his assistants will be permitted to enter the leased premises for such purpose; that at its expense it will furnish heat to warm the halls and offices from the 10th day of October to the 1st day of May in each year, if necessary, and a reasonable amount of artificial light for lighting the same; but the Landlord shall not be liable for any failure to supply such elevator, heating, lighting or janitor service not due to gross negligence on its part; nor shall the Landlord be responsible to the Tenant for loss of property in or from said leased premises, or for any damage done to furniture or effects therein, however occurring. The Landlord reserves the privilege of stopping the service of the heating, elevator, water or lighting systems at such times as may be necessary by reason of accident, repairs, alterations or improvements desirable or necessary to be made until such time as said repairs, alterations, or improvements shall have been completed, or whenever the Landlord after the exercise of ordinary diligence is unable to furnish such service by reason of invasion, insurrection, riots, strikes, order of any military, civil or governmental authority or by reason of any shortage of fuel or of necessary supplies due to any extraordinary market conditions or by reason of any other cause not directly controlled by the Landlord.

INSPECTION.

Seventh.—The Owner of the land upon which the leased premises are located and Landlord or its agents shall have the right to enter the leased premises at reasonable hours in the day to examine the same, or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to applicants to hire, and to put on them the usual notices "To Let" or "For Sale," which said notices shall not be removed or interfered with by the Tenant during the six months next preceding the time of the expiration of this lease.

REPAIRS.

Eighth.—The Landlord covenants to keep the unleased portions of the said building in good and substantial repair, so far as concerns the Tenant; but no liability to the Tenant shall accrue under this covenant until the Tenant has given notice in writing to the Landlord or its agent of the specific repairs required to be made, and nothing herein contained shall affect the liability of the Landlord in case of the destruction of the building or the leased premises or injury to the same by fire or other casualty.

RULES AND REGULATIONS.

Ninth.—The Tenant covenants that the following rules, regulations and stipulations and such other and further rules and regulations as the Landlord may make, being in its judgment needful for the safety, care or cleanliness of the building and premises or the comfort of the tenants, shall be faithfully observed and performed by the Tenant and by the clerks, servants, agents and visitors of the Tenant, unless waived by the Landlord, that is to say:

The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used for any other purpose than ingress and egress to and from the respective stores or offices.

The sashes, sash-doors, windows, glass floors and any lights or skylights that reflect or admit light into the halls or other places of said building, shall not be covered or obstructed. The water and wash closets and urinals shall not be used for any other purpose than those for which they were constructed, and the expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant or tenants, who, or whose clerks, agents, servants or licensees shall have caused it. No tenant shall mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work.

No sign advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the building, except on the window glass and on the directories and sash-doors of offices, and to be of such size, color and style as the Landlord shall determine.

The workmen of the Landlord must be employed by tenants for repairs, painting, lettering and other similar work that may be done on the demised premises.

No tenant shall do or permit anything to be done on said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on said building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them or those having business with them; or conflict with the regulations of the Fire Department, or the fire laws, or with any insurance policy upon said building or part thereof, or with any rules or ordinances established by the Board of Health or other governmental authority. No tenant shall use any other method of heating than that supplied by the Landlord.

The Landlord shall have power to prescribe the weight and position of safes, which shall in all cases stand on two-inch thick plank strips to distribute the weight. All damage done to the building by taking in or putting out a safe, or due to its being on the premises, shall be repaired at the expense of the tenant. Safes shall be moved only between 7 a. m. and 9 a. m. and between 4 p. m. and 6 p. m., upon previous notice to the janitor, and the persons employed to move the safes in and out of the building must be acceptable to the Landlord. No freight, furniture, or bulky matter of any description will be received into the building, or carried in the elevators, between the hours of 9 a. m. and 4. p. m.

No tenant shall cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in its premises and in the building.

Nothing shall be thrown by the tenants, their clerks, servants or licensees out of the windows or doors, or down the passages of the buildings. No animals or birds shall be brought or kept in or about the building.

All entrance doors to offices shall be kept closed at all times. Entrance doors must not be left standing open.

The tenants shall use, exclusively, at its own expense, the towel and drinking water service which shall be supplied by those concerns designated by the Landlord.

DEFAULT.

Tenth.—The Tenant further agrees that its covenants and agreements herein contained shall be deemed conditions as well as covenants, and that if default be made in any of such covenants or agreements, this lease shall become null and void thereupon if the Landlord so elect, and shall at any time thereafter give notice accordingly, and thereupon this lease and the term and estate hereby granted shall immediately cease and expire, and the Landlord shall have the right to re-enter the leased premises either by force or otherwise, and dispossess and remove therefrom the Tenant or other occupants thereof and their effects, to store at the cost of the Tenant any personal property then on the leased premises, and to hold said premises as if this lease had not been made; and the Tenant hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end. In case of such default and entry, or in case the term shall cease upon breach of any of the conditions of this lease and notice as aforesaid, or in case the term shall be dispossessed by or at the instance of the Landlord for any cause, the rent shall be paid up to the time of such re-entry, disposition or cessation of the term, **pro rata**, and thereafter, at the end of each month until the date hereinabove specified for the end of the full term provided for herein, the Tenant shall pay to the Landlord the deficiency of the net receipts by the Landlord up to that time for rent of said premises (after deducting from the gross receipts the expenses of every kind of the Landlord in connection with letting said premises, and all other costs and payments which in accordance with the terms of this lease would have been borne by the Tenant) as compared with the full amount receivable by the said Landlord up to that time for such rent under the foregoing provisions hereof; but such payments shall be returned to Tenant at the end of the period herein specified for said full term, so far as may be out of any excess of rents received by the Landlord from said premises over the rents receivable according to the said provisions during said period. No right of redemption shall be exercised under any present or future law in case the Tenant shall be dispossessed for any cause, or if the Landlord shall in any other manner obtain possession of the premises in consequence of the violation of the covenants of the Tenant herein contained. The Landlord may restrain any threatened breach of the covenant to observe the conditions of this lease or of any other covenant herein contained; but the mention herein of any particular remedy shall not preclude the Landlord from any remedy he might have either in law or equity; nor shall consent to one act, which would otherwise be a violation, or waiver of, or redress for, one violation, either of covenant or condition, prevent subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

BANKRUPTCY CLAUSE.

Eleventh.—If the Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of his or its creditors, or take advantage of any insolvency act, the Landlord may, if it so elect, at any time thereafter terminate this lease for the term thereof, by giving to the Tenant five days' notice in writing of its intention so to do and upon the giving of said notice, this lease and the term thereof shall terminate, expire, and come to an end, as if said date was the original date affixed in this lease for the termination or expiration thereof. That said notice may be given by mail to the Tenant addressed to the demised premises.

SECURITY CLAUSE

~~Twelfth.~~—The Tenant has this day deposited with the Landlord the sum of Dollars as security for the full and ~~faithful performance~~ by the Tenant of all the terms and conditions upon the Tenant's part to be performed, which said sum shall be ~~returned to the~~ Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried ~~out all of the~~ terms, covenants and conditions on his or its part to be performed.

EXTENSIONS OF TERM.

Thirteenth.—The parties hereto agree that if this lease shall not be terminated before the end of the term hereinbefore provided for, and if the parties shall not at least 30 days before the end of said term agree in writing with respect to a further lease of said premises or part thereof, and the Tenant shall not at least 30 days before the end of said term notify the Landlord in writing that he will not extend this lease, and if thereupon the Landlord shall notify the Tenant in writing at least 20 days before the end of said term that it elects to extend this lease for one year; then this lease and the term thereof shall thereupon and thereby be extended for one year beyond said full term, upon the same terms and with the same effect as if the date to which it is so extended had been herein stated as the date for the end of the full term hereof, and so that at the end of such extended term this lease and the term hereof shall, upon the like conditions be subject to further like extensions for one year, and so from year to year upon the like conditions at the end of each such extension of term; and either party will on request of the other deliver to it a proper written memorandum or acknowledgment of such extension. If the lease made by James Roosevelt, Douglas Robinson and Nicholas Biddle, as Trustees under the will of William Astor, deceased, to The Broadway Corner Company dated December 2, 1909, which lease has been assigned by The Broadway Corner Company to the Landlord, shall not be renewed for a term extending beyond May 1, 1930, this lease, if the term thereof might otherwise extend beyond May 1, 1930, shall cease and expire on April 30, 1930, notwithstanding anything to the contrary herein.

NOTICE.

Fourteenth.—Any notice, demand or communication hereunder to the Tenant shall be validly and sufficiently served, given or made if mailed by registered mail with postage prepaid addressed to the Tenant at the leased premises.

And it is agreed that the provisions hereof shall bind and enure to the legal representatives, successors and assigns of the parties.

In Witness Whereof this indenture has been duly executed by the Landlord and by the Tenant the day and year first above written.

~~LONGACRE INCORPORATED CORPORATION~~
D. W. Griffith, Inc.
By D. W. Griffith
Pres.

Attest:

Secretary

Executed by Tenant in the presence of: [L. S.]

THE McKnight Radium Laboratories, Corporation.
Robert McKnight James A. Boodley Vice-President.
Robert McKnight President
Attest:- James A. Boodley

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known, who being by me duly sworn did depose and say that he resides in ; that he is the of Longacre Improvement Corp., the corporation described in and which executed the foregoing instrument as Landlord; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known, who being by me duly sworn did depose and say that he resides in ; that he is the of
the corporation described in and which executed the foregoing instrument as Tenant; that he knew the seal of said corporation; that the seal affixed to such instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name thereto by like order.

State of New York, }
County of New York, } ss.:

On this day of in the year Nineteen Hundred and Twenty-
before me personally came , to me known to be the individual described in and who as Tenant executed the foregoing instrument and acknowledged that he executed the same.

For value received and in consideration of the giving of the within lease, the undersigned guarantees to the Landlord, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, without requiring any notice of non-payment, non--performance or non-observance, or proof or notice or demand whereby to charge the undersigned therefor, nor shall failure of the Landlord to enforce its rights against the Tenant, or concessions made by the Landlord to the Tenant, or any agreement or consent of the Landlord to any modification or change (except increase of rent) of the terms of said lease affect the liability hereunder.

Room No.

LONGACRE IMPROVEMENT CORPORATION

TO

Lease.

Date

Term

From

To

Annual Rent

Payable

105

November 26th, 1924.

Ideal Films Ltd.,
764B Wardour St.,
London, W. 1,
England.

Gentlemen:

At the present time, our Auditors are making their annual examination of our books, and they request the following information on "THE WHITE ROSE." In view of the fact, that our contract with you call for our sharing in the income, and above a certain amount, the above request is qualified:-

The gross receipts on "THE WHITE ROSE"

LESS:- Charges as stated in the original contract, plus any additional legitimate charges which have been incurred.

The net income.

The amount yet to be liquidated on account of the original advance.

Also the approximate amount of interest accrued on the advance, which is to be charged against this income.

On the basis of present income and present gross sales, the approximate date of the entire liquidation of the original monies advanced to us.

Will you kindly give this request your immediate attention?

We thank you sincerely in anticipation of this.

Very truly yours,

D.W. GRIFFITH INC.

November 26th, 1924.

Mrs. J.M. Austin,
168 Brookside Ave.,
Mount Vernon, N.Y.

Dear Mrs. Austin:

Mr. Epping has asked me to explain to you, the cause for the action herein taken

In view of the present status of the Corporation, expenses must be cut to an absolute minimum, regardless of consequences. He has decided that I can do all the work in my department alone. I am disinclined to agree with him, but nevertheless I am forced to.

Please review this in an open minded manner and consider it the result of absolute necessity.

Ever your friend

D.W. GRIFFITH INC.

RAK:REB

Telephone Murray Hill 2-6 7 8

Cable Address GASREID, New York

GASCOIGNE, REID AND COMPANY, INC.

INSURANCE

9 EAST 44th STREET

NEW YORK

105 A
Austin

Nov. 26, 1954

Mr. A. H. F. Auschaf,
130 West 42nd Street,
New York City.

Dear Mr. Auschaf:

While you were in California we sent an affidavit - an exact duplicate of the one you executed re: Austin matter - to your office with the request that you sign it upon your return.

The original, we regret to say, has been mislaid. Your prompt attention will be appreciated.

Very truly yours,
GASCOIGNE, REID AND COMPANY, INC.

By [signature]
Vice President

1054

November 16, 1934

Insurance, Reid & Co., Inc.
5 East 44th Street
New York City

Attention Mr. C. J. Reid

Gentlemen:

Enclosed herewith is affidavit executed by Mr. Banshaf in connection with the Austin claim.

Very truly yours,

RR:EC

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8000
CABLE ADDRESS "FAMPLAY"

OFFICE OF ADOLPH ZUKOR
PRESIDENT

November 28th, 1924.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
130 West 42nd Street,
New York City.

My dear Mr. Griffith:

Mr. Felix Warburg, known to all for his magnificent philanthropic efforts during many years past, is to be the guest of honor at a testimonial dinner to be tendered in the Main Ball Room of the Hotel Ritz-Carlton, Sunday evening, December 14th. The honor of your presence at the dinner is anticipated by the Committee.

Not ever, in the history of New York's charitable effort, has there been a more ardent devotee both in the nature of time, energy, and disbursement than Mr. Warburg, and it is hoped that this belated recognition of his splendid and diligent work in behalf of the other side of life will be a spontaneous and enthusiastic gathering of the high lights from the profession of entertaining and associated spheres.

The list of desired guests has been submitted to Mr. Warburg and he as well as we of the Committee will expect you. Invitations will follow within a day or two. May I, as chairman of the Committee, request an immediate acceptance. Kindest personal regards,

Sincerely yours,

Adolph Zukor

KOHLMAN & AUSTRIAN
[illegible] BROADWAY
NEW YORK

November 29th
1924

Albert H. T. Banchaf, Esq.
130 W. 42d Street
New York City

Dear Sir: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

Pursuant to our conversation with you on the telephone of yesterday, we are sending you herewith four promissory notes each in the amount of $2250.00, dated November 3d, 1924, numbered one to four consecutively and maturing on January 23d, February 23d, March 23d and April 23d, 1925, with interest at 6% per annum. These notes total $9000.00, which is the amount to be paid by D. W. GRIFFITH, INC. in accordance with the agreement reached between Mr. Grey of the D. W. Griffith, Inc. and our client, Mr. Novello. It is understood that the execution and delivery of these notes are accepted by us on behalf of our client only in conditional payment of the claim of our client against the D. W. GRIFFITH, INC. The failure of D. W. GRIFFITH, INC. to pay any one of these notes, including the principal amount with interest thereon, will cause the note defaulted on and all the notes of the series remaining unpaid, to immediately become due and owing and payable without demand, both as to the entire principal and interest, and will entitle our client to proceed with the prosecution of the suit now pending in the United States District Court for the Maryland District, crediting on any judgment that may be obtained therein, the amount theretofore paid by D. W. GRIFFITH, INC. upon said note or notes.

Our client is now prosecuting an action against D. W. GRIFFITH, INC. for the recovery of $11,200.00 with interest thereon in the United States District Court for the Maryland District. Upon the execution of the notes forwarded herein and the delivery of same to our firm on behalf of our client, our client agrees to forbear in the prosecution of said suit so long as the notes are paid according to their tenor. Upon the payment of all of said notes, we will deliver to you on behalf of our client a stipulation of discontinuance of the action now pending in the United States District Court for the Maryland District. Each of the notes enclosed herewith should be endorsed by Mr. D. W. Griffith personally and internal revenue stamps in the amount

PAGE No. 2.

R.E.A. TO A. H. T. Banshaf, Esq.

DATED November 29th, 1934

of 40¢ affixed to the face of each note and duly cancelled. We are enclosing the required number of stamps. On the receipt by us of the enclosed notes duly executed by the D. W. GRIFFITH, INC, and endorsed by Mr. Griffith, we will forward you our stipulation, extending your time to answer in the pending suit in the United States District Court for the Maryland District until January 24th, 1935, if the note due and payable on January 23d, 1935, is paid, we will give you a further extension to answer until February 24th, 1935, if the note due and payable on February 23d, 1935, is met, we will give you a further extension to March 24th, 1935, and if the note due and payable on March 23d, 1935 is met, we will give you a further extension to April 24th, 1935. We would kindly ask you to affix to each note the seal of the corporation. We are not going to request you to exhibit to us the Bylaws which doubtless set forth the officers authorized to make and issue negotiable instruments on the part of the corporation. When you send us the notes, we will be glad to have your written assurance that they are signed by the officers duly authorized. We should like the proper accredited officers to write out the name "D. W. GRIFFITH, INC." over the typewritten signature.

Yours very truly,

Kolleman & Austrian

6-AWB

4 Encs.

189

DEUTSCHES GENERALKONSULAT
NEW YORK

Personal

November 29,1934.

Mr.D.W.Griffith,
c/o Banshaf & Templeton,
Counsellors at Law,
Bush Terminal Building,
130 West 42nd Street,
New York City.

Dear Sir:-

I beg to thank you sincerely for your kind invitation to be present at the special showing of your film "Is'nt Life wonderful", as extended to me through the courtesy of Mr.Banshaf.

Permit me to congratulate you on this production which I and other members of the Consulate General have witnessed with much satisfaction. To my mind you have been successful in chosing just those moments of Mr.Moss' story which have the most dramatic effect, and you have added to it very interesting and touching scenes of German daily life during the devaluation catastrophe. For these reasons alone and in view of the happy choice of scenery,as well as the first class acting of the members of the cast, the film undoubtedly is to be classed as a production of the highest value. But I should like to go further and say that you have undertaken with equal success and skill an ethical and humane task.

By this production of your film German life and German nowaday's conception of life is for the first time brought before the American public in a way which, in my opinion, should surely be understood and appreciated in this country, it will furthermore do its share in correcting and smoothing the abominable ideas hammered into the minds of the American people by a propaganda of hate and lie continued for years after the war. So, your original idea of producing a film which should be instrumental in promoting better mutual understanding and amity between the two countries could not have found, as it seems to me, a better expression.

Le me extend to you my deepest appreciation of the work you have done, and believe me, Dear Sir,

Yours very truly

H. Lang

Consul General.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT

A. H. F. RANSHAF, SECRETARY
J. S. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1199

November 29th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Paddy Next Best Thing		422		
Way Down East		798		
Orphans of The Storm		1828		
Is'nt Life Wonderful		43855		
Dream Street		1953		
Love Flower		456		
	0	49312	0	0

Eastman Positive - 49312.

ATTORNEYS & COUNSELLORS AT LAW
DENNIS F. O'BRIEN
T. H. DALY (TRUST)
ANTONIO F. ORIGGIO
JOSEPH M. MAGRAUTH
RICHARD J. MAGRAY
ARTHUR H. WALSH
EDWARDS BARTLEY

LAW OFFICES
TIMES SQUARE
NEW YORK CITY

IN RE

Nov. 27th 1924

Mr. Albert H.T. Banghaf
130 West 42nd Street
New York City

My dear Bert:

I am enclosing herewith copy of the agreement dated the 22nd day of November, 1924 between Mary Pickford Fairbanks, Charles Chaplin, Douglas Fairbanks, Joseph M. Schenck and United Artists Corporation; also supplemental agreement addressed to Charles Chaplin, which appears to be undated, but which was signed on the same date, to wit, the 22nd day of November, 1924, and is really part of that agreement .

Sincerely yours

Dennis F. O'Brien

DFO'B/IC
(Enc)

THE NEW MOVIE'S HERE, SAYS ARTIST OF GRIFFITH FILM

The artistic colony at Westport, Conn., where D. W. Griffith gave a trial showing of his newest picture, is hailing "Isn't Life Wonderful?" as the new sensation of things theatrical, either on stage or screen.

Rose O'Neil, the artist, who gained additional fame as the creator of the Kewpie, said of it: "At last we really have the Movie.

"This picture is so different, delightful, so far ahead that I believe it will be recognized as the most significant thing that has happened in theatricals, either stage or screen.

Enthusiastic Praise.

"I do not believe such a love story ever before has been told, whether stage or screen. For delicacy, truth, and strength of beauty, it is a greater love story than I ever dreamed could be told.

"Here is something of which every American can be proud. It is America's creative talent at its best."

Miss Dempster Stars.

Angus Macdonald, the famous illustrator, said: "I believe the acting of Carol Dempster is the finest thing ever done for the screen. And Neil Hamilton is superb. This love story is a wonderful thing. We have heard about the advance in the motion pictures. Here it is."

Mr. Griffith will cut the picture from fourteen reels to its presentation length within the next week.

RIESENFELD GETS WNYC TO PUT HIS CONCERTS ON AIR

Beginning Armistice night, Tuesday, and thereafter every Monday night, station WNYC has made arrangements with Hugo Riesen-

Dorothy M

Form 1204

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the serial number of words this is a telegram. Other words or symbols indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
TELEGRAM	
DAY LETTER	BLUE
NIGHT MESSAGE	NITE
NIGHT LETTER	N L

If none of these three symbols appears after the serial number of words this is a telegram. Other words or symbols indicated by the symbol appearing after the check.

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt of destination as shown on all messages, is STANDARD TIME.

Received at 1450 Broadway, New York "USSS"

DSGN FV 16

NEWBEDFORD MASS 1024A DEC 1 1924

D W GRIFFITH INC 312

1107 LONG ACRE BLG NEWYORK NY

NOTE DUE TODAY IN NEWYORK ENDORSED PELL NOT INTERESTED IN RENEWAL PAY AT CHASE NATIONAL BANK NEWYORK NY

FIRST NATIONAL BANK

1037A

100-a-1c

Schlesinger & Schlesinger
Counsellors at Law

National City Bank Building
Madison Avenue & 42nd Street
New York

WALTER C. B. SCHLESINGER
WALTER V. B. SCHLESINGER
TELEPHONE NUMBER MUrray Hill 2227

December 1st, 1924.

A.H.V. Banshaf, Esq.,
130 East 42nd Street,
New York City.

Dear Sir:- Re: Pease vs. Griffith

Enclosed find notice of trial in the above entitled action.

We trust, now that you have returned from California, that you are in a position to dispose of this matter, thereby avoiding the unnecessary inconvenience and annoyance of litigation to all parties concerned.

We are sending this notice of trial so as to allow of no further delay, inasmuch as Mr. Pease feels particularly annoyed, because of the fact that this work was done for Mr. Griffith at a special price, far below the price usually charged, and therefore representing a heavy loss.

He also extended to Mr. Griffith particular courtesy, being at his beck and call at all times, irrespective of whether same interferred with Holidays, Sundays, etc.

Very truly yours,

SCHLESINGER & SCHLESINGER
BY W. C. B. Schlesinger

WCBS/G
enc.

P.S. Since this letter was dictated, our Mr. W.C.B. Schlesinger spoke to you, and we trust that you will be able to have some word for us within a week as stated.

147—Notice of Trial

Gummed Folder & Office Supply Co. Inc. Form

SUPREME COURT : NEW YORK COUNTY.

CLARK D. FRASS,

Plaintiff

against

DAVID WARK GRIFFITH,

Defendant

Notice of Trial—Plaintiff

Please to take Notice, That the issues of Fact and Law in this action will be brought to trial, and an inquest taken therein, at a Trial Term Part X of this Court, appointed to be held in and for the County of New York at the Courthouse in the Borough of Manhattan on the 5th day of January 1925 at 10 o'clock in the forenoon of that day, or as soon thereafter as Counsel can be heard.

Dated the 1st day of December 19 24

To ALBERT H.T. BANZHAF,

Attorney for Defendant.

SCHLESINGER & SCHLESINGER

Attorneys for Plaintiff.

17 East 42nd Street,
Borough of Manhattan,
New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

City and State of New York, County of ss:

being duly sworn, deposes and says, that on the day of , 19 , he served the within notice of trial on Esq., the attorney for the defendant in the within entitled action, at his office at Borough of City of New York, during his absence from said office, by then and there leaving a true copy of the same with , his partner; his clerk; therein; a person having charge of said office. That the deponent is over years of age.

Sworn to before me

this day of 19

Notary Public, County
Commissioner of Deeds, for the City of New York.
My commission expires 19

City and State of New York, County of ss.:

being duly sworn, deposes and says, that he served the within notice of trial on Esq., the attorney for the defendant in the within entitled action, on the day of 19 , through the Post Office, by depositing a true and correct copy of the same properly enclosed in a post-paid wrapper, in; a Branch Post Office; a Post Office Box; regularly maintained by the government of the United States at Borough of City of New York, and under the care of the General Post Office, in the Borough of City of New York, (that being then the post office of the attorney for the Plaintiff) Directed to the said attorney for the defendant at No. , in the Borough of , City of New York. that being the address designated by h m for that purpose upon the preceding papers in this action.

That the deponent is over years of age.

Sworn to before me

this day of 19

Notary Public, County
Commissioner of Deeds for the City of New York
My commission expires 19

SUPREME COURT : NEW YORK COUNTY

CLARK D. FRANK,

Plaintiff,

against

DAVID WARD GRIFFITH,

Defendant.

Plaintiff's

Notice of Trial

SCHLESINGER & SCHLESINGER

Attorney for Plaintiff ,

Due service of a notice, of which the within is a copy, admitted this ....day of.....19

Attorney for Defendant ,

153

December 1, 1924

Mr. Albert L. Gray
1476 Broadway
New York City

RE: ONE EXCITING NIGHT

Dear Mr. Gray:

I am enclosing herewith check to the order of the Griffith Company for $1500, drawn by United Artists, which was made payable on account of AMERICA receipts due Griffith Company.

I obtained this check from Mr. Abrams for the purpose of paying same to Mr. Fox on account of the balance due him of the amount of $2500 for counsel fees in re above matter. Will you therefore have a check drawn to the order of Mr. Fox for this amount and see that the same is delivered to him today.

We are making this payment to him now in order to get his assistance in arranging an extension of the balance due him on account of the guarantee arising out of ONE EXCITING NIGHT. I believe there is approximately some fifteen thousand odd dollars still due that we must make some arrangements with Fox to have passed along for three months, if possible. I would therefore suggest that you ~~would~~ arrange an appointment with Fox with the above in view.

Very truly yours,

AB:EC
Enc. 1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Bangner & Pembleton
Counsellors at Law
Grand Central Building
100 West 42d Street
New York

Albert H. Bangner
John G. Pembleton

Telephone
Bryant 9897
Cable Address
"Pemban"

Hot 17

December 8, 1924

D. W. Griffith, Inc.
Orienta Point
Mamaroneck, N. Y.

Attention Mr. Bantell

Dear Mr. Bantell:

Enclosed herewith you will find copy of letter received from Schlesinger & Schlesinger in relation to the action of Pease vs Griffith.

Will you kindly let me have your opinion in relation to this matter at your early convenience.

Very truly yours,

A H Bangner

RR:EC
Enc. 1

Filing the case and giving orders what to be done was by Mr Griffith when the bill came thats when I started to look into it W J Bantell

102

United Artists Corporation
729 Seventh Avenue
New York

Office of General Manager

December 2nd
19 24

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

We are enclosing copy of a letter received from Mr. Smith in Paris relative to the suit which the World International Film Company is bringing against us for advertising WAY DOWN EAST for sale in the Dutch East Indies.

You are acquainted with all the previous correspondence on this subject and we think it would be most advisable for you to take this matter up as soon as possible with the Griffith office.

We are enclosing also copy of a letter which we sent to the Griffith office while Mr. Grey was in Europe and which we called to Mr. Campbell's attention. It is evident that Mr. Grey's advise to you in a previous letter, that although McCarthy & Mitchell had made a mistake in selling this picture for the Dutch East Indies they should not be held responsible for this error since they had previously made some concession to the Griffith office in the case of BROKEN BLOSSOMS for Germany, will not settle the matter insofar as the World International Film Company's suit against us is concerned.

It seems to us that this matter will have to be adjusted in some way between the Griffith Company and McCarthy & Mitchell since the origin of the difficulty lies there.

Very truly yours,

UNITED ARTISTS CORPORATION

Monford S. Steele

Foreign Sales Manager

MSS:P
Enc.

December 2nd 1924.

Mr. C.Woodford Deming,
41 Boston Post Road,
Larchmont, New York.

Dear Sir:

Your favor of the 24th ult. addressed to Mr.Grey Vice-President of D.W.Griffith Incorporated, has been handed to me for reply, and I beg to advise that there are no restrictions on the Flagler property whatsoever except such as may be imposed by the Zoning Act of the Village of Mamaroneck or other Governmental authority, if any.

You may present this letter to Miss Campbell or Mr. Holland of the Griffith Company in case you wish to inspect the premises.

If there is any further data which you would care to have I would be glad to have an interview with you concerning the same by appointment.

Very truly yours,

AHTB/GDM

December 8, 1934

Mr. F. H. Knecke
Medal Film Co., Inc.
1.76 Broadway
New York City

Dear Sir:

Referring to recent conversation this letter will be authority for you on your next trip to Cuba, which you stated you intended to make sometime in January or February, to destroy the print, prints, or parts of prints of the motion picture INDOLENCIA, which you have in your possession, or under your control.

You will immediately thereafter make a proper affidavit as to such destruction, sending the same to me at my office.

The Work Producing Corporation hereby releases you from any liability or responsibility which you may incur due to the destruction of such prints and arising out of any claim that may be raised by Ganez & Mai, arising therefrom.

Very truly yours,

RR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 2nd 1924.

Messrs. Kohlsman & Austrian,
27 Cedar Street,
New York City. Attention Mr. Austrian.

Dear Mr. Austrian:

In reply to your favor of the 29th ult., I am enclosing four notes payable to yourselves as attorney for Mr. Ivor Novello, dated November 3rd, each for the sum of $2,250. due and payable on January 23rd, Feb.23rd March 23rd and April 23rd 1925 respectively, duly executed by D.W.Griffith, Incorporated by its Treasurer, J.C.Epping, who has full authority to execute the same, and duly endorsed by Mr. Griffith.

These notes are given and when the same are finally paid are to be treated in full settlement of the action brought by Mr. Ivor Novello against the Griffith Company and on the payment of the last note you are to deliver to me a general release signed by Mr. Novello in favor of D.W.Griffith, Incorporated and Mr. D.W.Griffith personally. Also a consent to the discontinuance of the case of Novello against Griffith Incorporated without costs to either party.

I am also returning stamps for your disposition.

Pending the payments of the notes as above mentioned the defendant's time to appear and answer is to be extended as per the terms of your letter.

Very truly yours,

AHTB/GDM
Encs.

JAMES PIPER
FRANCIS J. CAREY
J. BARRISTER HALL, JR.
JOHN E. GHENT
H. LIST WARNER
EVAN O. LLEWELLYN
GEORGE E. NEWCOMER

LAW OFFICES
PIPER, CAREY & HALL
CALVERT BUILDING
BALTIMORE

CABLE ADDRESS
"THEMIS"

December 2, 1934.

D. W. Griffith, Inc.

to

PIPER, CAREY & HALL, Dr.

Fee for professional services and advice rendered in connection with case of Ivor Novello v. D. W. Griffith, Inc. pending in the United States District Court for the District of Maryland..... $25.00

Received payment,

W/S

New York Office,
December 8, 1924.

Dear Martha:

I enclose herewith a check for $25 for your Christmas present, which is accompanied by our best wishes for a merry Christmas to you and Dorothy.

Financially things are not very well with me at present, but I guess they will get better after a while.

As soon as I feel in the humor I will write Dorothy a letter which you must translate to her. In her last letter she wrote something to the effect that I should be proud of her. I have never had occassion to do this, and it simply shows that she is utterly unconscious of acting wrong and therefore needing repentance and reform. I am going to explain to her my attitude more in detail later on, but the thing is wasted unless you not only translate the words but also the meaning of them to her clearly. Everything I have written her in the past has evidently fallen entirely flat on her unappreciative mind, or you have not been able to make clear to her what I intended to convey, so I will have to write her in a diofferent strain now. One thing is sure, henceforth she cannot get away with misbehaving and offending people without my violent protest. Under the present conditions that is the only thing I can do. If it has no effect I will have to convey my protest in more realistic form. She is old enough to understand that every time she misbehaves she slurs the memory of her mother, and there is no possible amends she can make that could make me forgive her that.

With best regards,

Your brother,

JCE/CC

HCA

117

SUPREME COURT : NEW YORK COUNTY.

CLARK D. PEASE, Plaintiff

-against-

DAVID WARK GRIFFITH, Defendant

PLEASE TAKE NOTICE, that the issues of Fact and Law in this action will be brought to trial, and a motion made to dismiss the complaint at a Trial Term Part X of this Court, appointed to be held in and for the County of New York at the Courthouse in the Borough of Manhattan on the 5th day of January 1925 at 10 o'clock in the forenoon of that day, or as soon thereafter as Counsel can be heard.

Dated the 2nd day of December, 1924

To SCHLESINGER & SCHLESINGER
Attorneys for Plaintiff.

ALBERT H.T. BANZHAF
Attorney for Defendant.
130 W. 42nd Street
Borough of Manhattan
City of New York

KOHLMAN & AUSTRIAN
[illegible] STREET
NEW YORK

December 24
1924

Albert H. T. Banshaf, Esq.
130 W. 42d Street
New York City

Dear Mr. Banshaf: RE: IVOR NOVELLO vs. D. W. GRIFFITH, INC.

We acknowledge receipt of your communication of the 2d inst. containing four promissory notes in the amount of $2250.00 each, maturing January 23d, February 23d, March 23d and April 23d, 1925, respectively. Of course, it is understood that when these notes together with interest are paid, such payment will be in full settlement of the claim of our client, IVOR NOVELLO, against D. W. GRIFFITH, INC., and on the payment of the last note, our client will deliver a release to your Company and to Mr. Griffith. We will also consent to the discontinuance of the suit in the United States District Court for the District of Maryland without costs to either party at that time. We also acknowledge receipt of the internal revenue stamps which you returned to us in your letter.

Yours very truly,

Kohlman & Austrian

6-AWB

SUBURBAN HOMES
ACREAGE PROPERTY
COUNTRY ESTATES
SHORE FRONTS

Office Phone 484

C. WOODFORD DEMING
REAL ESTATE — INSURANCE
41 Boston Post Road
LARCHMONT, N. Y.

SUMMER RENTALS
BUSINESS PROPERTY
APPRAISALS
ESTATES MANAGED

Residence Phone 974

Larchmont, N.Y.
Dec. 8" 1924.

Mr. Albert H. T. Banshof,
#130 West 42nd Street,
New York City.

My Dear Mr. Banshof:-

I thank you very much indeed for your letter of Dec. 2" regarding the property of D. W. Griffith, Inc. at Orienta Point.

Should there be anything further that I desire I will make an appointment for an interview with you.

Yours very truly,

CWD*HR

C. Woodford Deming

December 3rd, 1924.

United Artists Corp.,
729 - 7th Avenue,
New York City, N.Y.

Gentlemen:

ATTENTION OF MR. BEACH

We have just received copies of a number of charges from your corporation, in which you charge the D.W. Griffith Incorporated, 77⅔% of the charges accrued through the services of Mr. Fred Wager, Mr. Ed. Bohm and Mr. R.N. Abbey, for checking receipts on "AMERICA." These men were engaged under your direction and by you. You also charge us 100% of the services of Mr. Bert McKenzie, for the same kind of work.

We see no reason why, if we are made to bear the total expense of Mr. McKenzie, why you should not bear the total expense of the men engaged by you. It is our interpretation that "DISTRIBUTON" means to carry out the distribution in its entirety.

I would also call your attention to the fact, that we have received a letter addressed to Mr. Bert McKenzie, from your Mr. Martin, sales manager of the Chicago office, in which he requests permission to use Mr. McKenzie through the Chicago territory, for this kind of work, as Mr. Martin considers him most valuable. We are quite willing to grant this permission, but again we wish to know the reason why we should pay 100% for his services in increasing the gross on "AMERICA", in which you participate 22⅔%.

We failed to hear from you in answer to our letter of November 12th, addressed to Mr. Beach and of October 20th, addressed to the United Artists Corporation, in which we ask for explanation of the charges relative to the "AMERICA" engagement at Loew's Boston Theatre and the "AMERICA" engagement at Roanoke, Virginia.

Your immediate attention on these matters will be appreciated.

Very truly yours,

D.W. GRIFFITH INC.

VICE PRESIDENT.

December 8, 1944

Mr. Howell G. Perrin
Chatsworth & Myrtle Avenues
Larchmont, New York

Dear Mr. Perrin:

I wish to call your attention to the fact that I have not yet received from you the original of the option agreement on the Griffith thirty acre piece which agreement is to be signed by the Larchmont National Bank & Trust Company as optionee.

Will you, at your early convenience, kindly bring in the said agreement after it has been so signed, and at the same time I will hand you duplicate original thereof for your purposes.

Very truly yours,

MR:EC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SUPREME COURT : NEW YORK COUNTY

CLARK D. PEASE
Plaintiff

-against-

DAVID WARK GRIFFITH,
Defendant

STATE OF NEW YORK,
County of New York, ss.:

EMMA L. CONNOR, being duly sworn, says that she is a clerk in the employ of ALBERT H. T. BANZHAF, the attorney for the defendent herein; that on the 2nd day of December, 1924, at 4:45 o'clock P.M., she served the annexed, ~~order~~ notice of trial upon SCHLESINGER & SCHLESINGER, attorneys for plaintiff, by depositing it in a mail shute located at 130 W.42nd Street, Borough of Manhattan, City of New York which is regularly maintained by the government of the United States and under the care of the Post Office of the City of New York, the same being inclosed in a securely closed post-paid wrapper addressed to said attorney at his office, in the National City Bank Building at Madison Avenue and 42nd Street, Borough of Manhattan, City of New York, that being the address designated by him in the last paper served by him herein.

Emma L. Connor

Sworn to before me, this)
3rd day of December, 1924)

Robert C. Kelly

Certificate filed in Nassau County
Certificate filed in New York County
New York County Clerk's No. 388
New York County Register's No. 6310
Commission expires March 30, 1926

The Allied Artists Corporation, Ltd.

86-88, Wardour Street,
London, W.1.

Directors
Hugh Ogden (Managing Director)
Albert H.T. Ransome
Nathan Dunsan
Thomas F. O'Brien
F.M. Glasgow (British)
Major W.J. Ribbans
Maurice G. Kiesler (American)

Cables
ALLARTISTS, LONDON
Telephone
ALLARTISTS WESTCENT LONDON
Telephone Nos
GERRARD 5818 1778 & 1779

4th December, 1924.

A.L.Grey Esq.,
303, Longacre Building,
New York City,
NEW YORK, U.S.A.

Dear Mr.Grey,-

Enclosed find Lists of "WAY DOWN EAST", "DREAM STREET" and "ONE EXICITING NIGHT", additional Contracts and Collections - also List of Contract dates changed.

Kindest regards.
Very truly yours,

J.A. Manning

P.S. Please be advised that the play dates for "ONE EXCITING NIGHT" Contract 550, and "WAY DOWN EAST" Contract 819 for Sleaford, are 10/3/24 and24/3/24 respectively.

JAM/LHS.

CHANGE DATES.

"WAY DOWN EAST".

Cont.No.548 Adelphi, Swinton Dec.3rd to Dec.10th 1923

"ONE EXCITING NIGHT"

Empire	Willesden	Cont.No.331	Dec.17th	to	Dec.10th	1923
Hippodrome	Bishop Auckland	325	Jan.14th	"	Jan.17th	1924
P'drome	Balsall Heath	344	Dec.3rd	"	Jan.21st	"
Town Hall	Bonsea	280	Dec.3rd	"	Dec.31st	1923
P'drome	Leven	498	Jan.3rd	"	Dec.24th	"
Premier	Macclesfield	54	Dec.3rd	"	Dec.31st	"
Palladium	Portsmouth	403	Dec.10th	"	Dec.3rd	"

...oOo...

List of Changed Dates.

4th January, 1924.

"WAY DOWN EAST".

Cont. No.						
700	Royal,	Ryde	6 days.	11/2/24 to	3 days.	14/1/24.
					3 "	28/2/24.
587.	Pavilion	Kingstown		14/1/24 "		7/1/24.
565.	Pavilion	Cork		3/3/24 "		14/1/24.

"ONE EXCITING NIGHT".

Cont. No.				
226	George St.Cinema,	Oxford	31/12/23 "	7/1/24.

"DREAM STREET".

Cont. No.				
-	St.Columbs,	Londonderry	9/10/23 "	2/1/24.

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. POOR
ALBERT ATTERBURY
HERBERT BURNHAM
NICHOLAS KELLEY
DONALD S. MUNDEMAN
STEWART H. BATHGUN
T. J. P. MARTIN
JAMES L. BARNS, JR.

CABLE ADDRESS "LARTERPLY NEW YORK"

Central Union Trust Company Building

80 Broadway, New York

File 487 2-2

December 4, 1934.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Banshaf: Re: D.W. GRIFFITH, INC. - LOAN.

Your failure to deliver assignments of "Dawn", now known as "Isn't Life Wonderful", could possibly be interpreted in a manner which would not be in the best interests of your company.

I suggest that you send me these assignments, both to the Trust Company and Mr. Powers, immediately.

Very truly yours,

DCM/MF

Form 1405

CLASS OF SERVICE DESIRED	
Full Rate	
Half Rate Deferred	
Cable Letter	
Week End Letter	

Patrons should mark an X opposite the class of service desired. Unless this is done the message will be transmitted at full rate.

WESTERN UNION CABLEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number
Number of Words
Time Filed

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to

Dec. 4, 1954.

Deferred Rate

Pierson
Umartisco
Kobe,
Japan

Have all Darkeself money in not later December twentieth
Regards

Grey

Chg D. W. Griffith, Inc.

MINUTES OF A SPECIAL MEETING

-of-

BOARD OF DIRECTORS

-of-

UNITED ARTISTS CORPORATION

At a Special Meeting of the Board of Directors of UNITED ARTISTS CORPORATION, held at the office of that corporation, No. 729 Seventh Avenue, Borough of Manhattan, City of New York, on the 5th day of December, A.D., 1924, at 3 o'clock in the afternoon.

PRESENT:

JOSEPH M. SCHENCK,
HYMAN ABRAMS,
MAURICE CLEARY,
NATHAN BURKAN,
ALBERT H. T. BANZHAF and
DENNIS F. O'BRIEN,

being all of the members of the Board of Directors.

Mr. Abrams, as President, called the meeting to order, and Mr. Banzhaf, Secretary of the corporation, acted as Secretary.

There was presented to the meeting a waiver of notice duly signed by all of the directors for the calling of the meeting and the business to be transacted thereat.

Such waiver was read to the meeting and placed upon file with the Secretary and is attached to these minutes.

A motion was made, seconded and unanimously adopted that the by-laws of the corporation be amended to create the office of Chairman of the Board of Directors.

A motion was made, seconded and unanimously adopted to amend the by-laws defining the powers and duties of Chairman of the Board of Directors, as follows:

> Article V; Section 1. Officers. The officers of the corporation shall be a President, Chairman of the Board of Directors, Vice-Presidents, Treasurer and Secretary, who shall be elected by shareholders (but if such officers are not elected by the shareholders then they shall be elected by the Board), to serve for one year, or until their respective successors are elected and qualify. The President shall be a member of the Board. Additional Vice-Presidents may be elected from time to time for such terms as determined by the Board, which may also appoint one or more Assistant-Secretaries or one or more Assistant-Treasurers, a General Manager, and such subordinate officers and agents of the corporation as it may from time to time determine.
>
> Article V; Section 2-a. Chairman of the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shall exercise, subject to the control of the Board, a general supervision over the affairs of the corporation, and shall perform such other duties as may be assigned to him from time to time by the Board.

Mr. Abrams stated that in voting for this amendment to the by-laws relative to the powers of the Chairman of the Board of Directors he did not wish to have his vote in any

may prejudice the provisions of his contract as General Manager of the corporation, and such specific duties relative to the employment and discharging of the employees of the corporation.

It was the sense of the meeting that the vote of Mr. Abrams was accepted without prejudice to his contractual rights with the corporation.

A motion was made, seconded and unanimously adopted that Section 2, Article V. of the by-laws, under the title of "Officers" be amended to read as follows:

> Article V; Section 2. President. The President shall preside at all meetings of the shareholders, unless the shareholders may appoint a Chairman, who may be President, and he shall perform such other duties as may be assigned to him from time to time by the Board.

Mr. O'Brien presented to the meeting an original copy of a certain agreement, dated November 22nd, 1924, by and between Mary Pickford Fairbanks, Charles Chaplin, Douglas Fairbanks, Joseph M. Schenck and United Artists Corporation. Copies of this contract had been in the possession of each of the members of the Board of Directors for several days, and it was announced to the meeting that each of the Directors was thoroughly familiar with such contract.

A motion was made, seconded and unanimously adopted by a vote of the Directors (save and except Mr. Banzhaf, who did not vote because he stated he had not had an opportunity to submit it to Mr. Griffith) that the act of Dennis

F. O'Brien, as Vice-President, in executing said contract, was approved, and that his act became the act of the corporation, and that the corporation accepted the aforesaid contract and that it should become part of the minutes of this meeting.

A motion was made, seconded and unanimously adopted that Mr. Joseph H. Schenck be elected as Chairman of the Board of Directors. Thereupon Mr. Schenck assumed the chairmanship of the meeting and acted as such to the end of the meeting.

The attention of the Board was directed to Section 10 of Article IV, under the heading of "Directors", which provided that directors as such shall not receive any salary for their services but by resolution of the Board. A fixed sum and expenses on attendance, if any, may be allowed for attendance at each regular or special meeting, and to the provisions of the aforesaid contract relative to compensation to be paid to the Chairman of the Board of Directors. Whereupon a resoluti was made, seconded and unanimously adopted that Section 10 of Article IV be amended to read as follows:

> Article IV; Section 10. Compensation. Directors as such may receive such salary or compensation for their services as may be determined by the Board of Directors at a regular or special meeting, and that nothing hereincontained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation or com missions therefor. Members of other standing or special committees may be allowed such compensation as the Board may determine.

A statement was made that some of the owners of the stock of the corporation had representation among the officers of the corporation and upon the Board of Directors more than others, and that it was desirable to have equal representation by each of the owners. Thereupon a motion was made, seconded and unanimously adopted that Section 4 of Article V, entitled "Officers", be amended to read as follows:

> "Article VI Section 4. Vice-Presidents. There shall be three Vice-Presidents, designated First, Second and Third Vice-Presidents, who shall perform the duties of President in his absence or during his inability to act, as the Board of Directors may from time to time determine. The Vice-Presidents shall also have such other and further powers and shall perform such other and further duties as may be assigned to them by the Board.

The following persons were elected unanimously to the offices of Second and Third Vice-Presidents:

Arthur Kelly - to the office of Second Vice-President.

Albert L. Grey, to the office of Third Vice-President.

A discussion took place relative to the period of Mr. Abrams' contract as General Manager, and Mr. Abrams contended that he had no contract because he had not executed any contract pursuant to the action of the Board of Directors taken at the meeting of the Board of Directors on the 11th day of April, 1924, at 11 o'clock A.M. The members of the Board of Directors present at that meeting stated it was their opinion that a contract had existed.

It was the sense of the meeting that the contract with Mr. Abrams be extended from the 30th day of June, 1925, for one year, and that the general counsel of the corporation prepare such a contract and submit it to Mr. Abrams and also to the members of the Board of Directors for final approval.

A motion was made, seconded and unanimously adopted that the President and Secretary, or, in the absence of the President, the Vice-President and Secretary, be authorized and empowered to execute a contract with Joseph M. Schenck for the distribution of the motion pictures produced by him in which Miss Norma Talmadge shall appear as star, and a supplemental contract with Miss Norma Talmadge; the contract to be first approved by the general counsel of the corporation.

The Directors were requested to file with the Secretary the address to which notices of holding of meetings of the Board of Directors may be sent.

There being no further business to come before the meeting, the meeting was adjourned.

_____

Secretary.

Section 1. Officers. The officers of the corporation shall be a President, Chairman of the Board of Directors, Vice-Presidents, Treasurer and Secretary, who shall be elected by the shareholders (but if such officers are not elected by the shareholders then they shall be elected by the Board), to serve for one year, or until their respective successors are elected and qualify. The President shall be a member of the Board. Additional Vice- Presidents may be elected from time to time for such terms as determined by the Board, which may also appoint one or more Assistant-Secretaries and one or more Assistant-Treasurers, a General Manager, and such subordinate officers and agents of the corporation as it may from time to time determine.

Section 2. Chairman of the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and shall exercise, subject to the control of the Board, a general supervision over the affairs of the corporation, and shall perform such other duties as may be assigned to him from time to time by the Board.

Section 3. President. The President shall preside at all meetings of the shareholders, unless the shareholders may appoint a Chairman, who may be President, and he shall perform such other duties as may be assigned to him from time to time by the Board.

Section 10. Compensation. Directors as such may receive such salary or compensation for their services as may be determined by the Board of Directors at a regular or special meeting, and that nothing hereincontained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation or commissions therefor. Members of other standing or special committees may be allowed such compensation as the Board of Directors may determine.

Section 4. Vice-President. There shall be three Vice-Presidents, designated First, Second and Third Vice-Presidents who shall perform the duties of president in his absence or during hi s inability to act, as the Board of Directors may from time to time determine. The Vice-Presidents shall also have such other and further powers and shall perform such other and further duties as may be assigned to them by the Board.

We, the undersigned, being all of the directors of the UNITED ARTISTS CORPORATION, do hereby waive notice of the time, place and purpose of the special meeting of the Board of Directors of said corporation, and do fix the 5th day of December, A.D., 1924, at 3 o'clock in the afternoon, as the time, and #729 Seventh Avenue, New York City, the principal office of the corporation, as the place of holding the said meeting, and we do hereby waive all the requirements of the Statutes of Delaware, both as to notice of this meeting, the publication thereof and the provisions of the By-Laws, and do consent to the transaction of the following business at such meeting:

1. Relative to the amendment of the By-laws of the corporation to create the office of Chairman of the Board of Directors, who shall have the following powers and duties: To preside at all meetings of the Board of Directors; to exercise a general supervision over the affairs of the corporation and over all other officers and employees other than the directors; to act upon a certain agreement dated November 22nd, 1924, by and between Mary Pickford Fairbanks, Charles Chaplin, Douglas Fairbanks, Joseph M. Schenck and United Artists Corporation; to elect a Chairman of the Board of Directors in the event of the By-Laws being amended as above provided; to act upon amendment to the By-laws relative to the members of the Board of Directors receiving

no compensation; to act upon amendment to the By-laws creating the office of Second Vice-President, and to prescribe the duties of such office; to modify the duties of the President so as not to conflict with those of the Chairman of the Board of Directors; and to transact such other business as may lawfully come before such meeting.

Dated, New York, December 5th, 1934.

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D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. F. RAMSHAW, Secretary
J. S. SPRING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
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MAMARONECK 1122

December 6th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
Paddy the Next Best		144		
Way Down East		5650		
Birth of a Nation		12251		
Orphans of the storm		11459		
Is'nt life Wonderful		21724		
The Love Flower		44		
	0	51272	0	0

Eastman Positive stock

51272

Isn't Life Wonderful?
Dec- 1924

D. W. GRIFFITH COLLECTION
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New York opening

RRENT FEATURE FILMS

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EXT

Mr. Griffith Again Gives of His Best In His Latest, "Isn't Lite Wonderful?"

His Simple Naturalistic Methods Produce a Heart-Stirring Picture of the Struggles and Romance of a Polish Refugee Family in Berlin After the War—Praise for Carol Dempster and Neil Hamilton

'K—THE UNKNOWN'

THE CAST

Inga	Carol Dempster
Hans, son of Professor	Neil Hamilton
Grandmother	Helen Lowell
The Professor	Erville Alderson
The Brother	Frank Puglia
The Aunt	Marcia Harris
Strolling Player	Lupino Lane
The Hungry Workers	
Paul Rhekopf and Count von Schact, of the Deutsches Theatre in Berlin	
Story by	Major Geoffrey Moss
Directed by	D. W. Griffith

There has been such a deluge of remarkable photoplays in the past two months, including "He Who Gets Slapped," "Forbidden Paradise," "The Red Lily," etc., that the extreme commendability of D. W. Griffiths latest achievement, "Isn't Life Wonderful," does not come upon us as a great surprise. We have become rather spoiled, as it were, and have begun to take exceptional pictures as a matter of course. In fact, after reviewing such superior film achievements as the afore mentioned, we are almost saying to ourself, "isn't a movie critic's life wonderful?"

In "Isn't Life Wonderful" Mr. Griffith fully realizes all he set out to achieve. Through the use of Major Geiffrey Moss' story, concerning the starvation and food riot period in Germany immediately after the World War, Mr. Griffith has succeeded in screening the most convincing "bit of life" that it has been our good fortune to view. It is without any straining for artificial—dramatic or comic—effects.

"Isn't Life Wonderful" tells of the struggle of a family of Polish refugees who settled down just outside of Berlin at the close of the war, a grim background for a really charming little romance. The cast was particularly well chosen, Carroll Dempster and Neil Hamilton, being featured for the first time in their already enviable screen careers, each giving his or her very finest characterizations to date as Inga and Hans, the lovers. In the support are splendidly selected types, including Lupino Lane, who is outrageously amusing in a priceless comedy role of a strolling player. Helen Lowell, Erville Alderson, Frank Puglia, Marcia Harris, Paul Rhekopf, Count von Schact and Walter Plimmer, Jr., who was wisely cast as the clean-cut, good-natured American lad, the only American role in the entire picture, who brings the first real happiness to the Polish family—through his kindness and generosity. "Isn't Life Wonderful" moves at a very even pace from start to finish—working steadily and naturally to an intense, highly dramatic, though life-like, climax.

Our one criticism of "Isn't Life Wonderful" is its title and the re-iteration of that phrase at intervals throughout the picture. Somehow the name is misleading and the line is not in keeping or suggestive of the unusual quality of the substance of the picture. But the scenery and the exquisite photography!! Indeed there is so much to commend concerning "Isn't Life Wonderful" that words fail us—just dont miss it!

ALICE CARROLL.

'NORTH OF 36' IS

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Mr. Griffith on Audiences

DAVID W. GRIFFITH is accustomed to seeing the presentation of his pictorial efforts in a special theatre. His current film, "Isn't Life Wonderful?" was presented at the Mirror, and the coming of the audience in the habit of screening the picture obviously irritated Mr. Griffith, who at once declared that motion pictures could not be judged as an art unless some arrangement were devised whereby theatre patrons were educated into arriving in time to see the film from the beginning.

"With the old-fashioned type of photoplay each scene was complete in itself," said Mr. Griffith. "It didn't make any difference whether one saw the middle of the reel first and the introductory chapter last. It was a series of incidents strung together, and the order in which they were shown mattered little.

"In the telling of such a story as 'Isn't Life Wonderful?' however, there is the beginning from which there is a slow but steady movement toward the climax. The atmosphere of the early scenes prepares the audiences for the later ones. There can be no real appreciation of the latter scenes until one has seen the beginning of the picture. To attempt to appreciate this picture by viewing the end or the middle first and the beginning last is almost like trying to enjoy a symphony played backward or eating a banquet which starts with the demi-tasse and winds up with the soup.

"My new picture concerns the drama of life itself. We have dispensed with theatrical effects and are dealing with the naked human heart. The narrative is unfolded with the utmost simplicity, and this very simplicity demands that the audience be in a receptive and sympathetic mood. A dramatist achieves such a mood in exactly the way I have tried to achieve it in this picture. But if his audience came to the theatre at the beginning of his second or third act and then, after sitting through those sections of the play unprepared and unresponsive, waited for the first act to be played over again, the whole effect of the dramatist's play would be ruined for the late comers.

"Of course there always will be pictures produced on the unit-scene idea, because there will be a demand for them, as there is for vaudeville and for burlesque. But consistent artistry may be expected in our cinemas only when audiences and producers bring to the screen the dignity it deserves, by arranging things so that the spectators recognize the advisability of watching a picture from beginning to end and not regarding it as a vaudeville entertainment into which one may drop at any time to enjoy a succession of more or less unrelated incidents thrown on a screen."

of the New

Undeniably "Isn't Life Wonderful" is impressive by its stark simplicity. As undeniably it is definitely depressing; yet, in the sentimental, undeniably exalting. There is something of the religion of life in Inga's philosophy, "I still have you, and you still have me." "Isn't life wonderful!"

There is something of the scream of life in the imagery that saturates the film. There is something akin to the blind struggling of a growing plant toward the light in the struggle of Hans and Inga for love.

The picture is distinctly for the few, in its finer interpretation. The masses, particularly those of Teutonic extraction or sympathies, will weep with the Professor's family; but, whether the great public will appreve Mr. Griffith's sincere effort is a question for time to answer.

"Isn't Life Wonderful" is a narrative picture. There is no maze of plot and counterplot. The simple things of life; poverty-stricken folk caught in the aftermath of a titanic struggle; an oppressed people under the heel of their own kin; and, in all this squalor, a delicate love story, rising to the light.

CARROL DEMPSTER.

The Professor's family arrives in a suburb of Berlin after a weary hegira from Poland and is allotted two rooms in which to live. Besides the Professor, there are the grandmother, one son, an aunt, a strolling player who has joined the group and Inga, his adopted daughter. Hans, the other son, arrives from a demobilisation camp, sick in body and spirit. Inga's joy at seeing him is expressed so simply, yet so powerfully (whether by virtue of Mr. Griffith's direction or Miss Dempster's perfect characterization is a matter of opinion—I am satisfied to give the guerdon to Carol), that a burst of handclapping (rare in motion picture theatres) was her reward.

The family lives on potatoes, earned by the Professor, who marks papers for a living; by the younger brother, who is employed as a waiter, and by Inga, sole salesgirl in the local Macy's. Hans, after passing illness, finds work in a shipyard. Here he is allotted a porton of ground, which he cultivates and plants with seed potatoes. (Is it a slip on D. W.'s part that the potatoes are planted whole, instead of in slices?)

Hans builds a little one-room house of boards taken from ammunition boxes. He keeps all these preparations for his wedding a secret, because the family has frowned on his proposed union with Inga. But grandmother, disapproving, nevertheless, privately converts her old wedding gown for Inga's use.

Hard times have seized not only this family, but every family in the suburb in an icy grasp. A diet of potatoes or horse turnips is not conducive to joviality. The mark has practically no purchasing value. There is a rumble of discontent among the workers. All this begins to look like typical Griffith stuff—the beginning of a great bread riot, an uprising against profiteers and war lords.

But Griffith blazes a new trail. He is making the picture of the future. The hungry workers combine into a vicious gang that goes into the forest like beasts to waylay the profteers on their way to the city with food.

Hans decides to let Inga into his secret and shows her his potato patch and the shack. Here again Miss Dempster moved me to tears by the finest performance I have ever seen on the screen.

The lovers travel through the woods with a cart to harvest their crop—the year's supply of potatoes on which it will be possible for them to marry. They are stopped by one of the gangs. But their cart is empty, so they are allowed to go. Inga is frightened, but Hans reassures her. They are to return after dark and will pursue a different road.

But again they are discovered on the way back; Hans is beaten to earth and all the potatoes stolen. Inga, thrown to the ground, lifts herself and crawls to Hans. She finds him alive, but thoroughly discouraged, disheartened.

Sitting on the road together by their empty cart, with an indifferent moon shinning on their sorrow, Inga nestles to her sweetheart and says, poignantly: "I still have you and you still have me. Isn't life wonderful!"

That is the story. No surging mob rides in rebellion through the city. The fate of the nation is not portrayed in mass scenes, with trembling towers and bombarded citadels. Griffith plays with human hearts, with the primary passions. If you have a soul alive to the suffering of a man and a maid, "Isn't Life Wonderful" will thrill you. If you must have your sorrow wholesale, maybe you'll wonder what it's all about.

"THE ROUGHNE

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
522 FIFTH AVENUE
NEW YORK CITY

WILL H. HAYS
PRESIDENT
COURTLAND SMITH
SECRETARY

JEROME H. PATTON
ACTING TREASURER

December 9, 1924.

Dear Mr. Epping:

Consideration of the Association's budget for the year 1925 is on the agenda of the regular quarterly meeting of the Board of Directors next week.

As in previous years, will you kindly give me quickly your best estimate of the gross domestic revenue of your company for the year ending December 31st, 1924. You understand, of course, that these estimated figures are confidential with the officers.

It will be appreciated if you will have the figures in my hands not later than Friday, December twelfth.

Sincerely yours,

Jerome H. Patton
Acting Treasurer.

Copy to Mr. A.H.T.Banzhaf.

Mr. J. C. Epping, Treas.,
D. W. Griffith, Inc.,
Mamaroneck, New York.

pd

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MR D W GRIFFITH

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HARRIS THEATRE

EMMA DUNN

124

December 6, 1924

Mrs. Grace Hinie Chrystie
108 Prospect Avenue
Mamaroneck, New York

Dear Mrs. Chrystie:

I have to take some prompt action on the Studio property and for which it will resolve itself into the "first come, first served."

With kindest regards, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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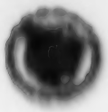

December 9, 1924

Mr. J. C. Epping, Treas.,
D. W. Griffith Inc.,
1476 Broadway,
New York City

My dear Mr. Epping:

Herewith enclosed is Miss Bruce's salary check in the amount of $200. for the week ended December 6,1924.

Very truly yours,

(H.H.Bruenner)
Assistant Production Manager

HHB-D.
Enc.

Detroit, December 9, 1924.

LIST OF TITLES

ISN'T LIFE WONDERFUL

(1) "Isn't Life Wonderful,"
by Major Geoffrey Moss,
of the British Army.

(2) Produced under the personal direction of

D. W. GRIFFITH,

Scenes made in Germany on the actual locations.

Copyrighted, 1924, by D. W. Griffith, Inc.

(3) C A S T

Inga,	Carol Dempster
Hans,	Neil Hamilton,
The Professor,	Erville Alderson,
The Grandmother,	Helen Lowell,
The Aunt,	Marcia Harris,
Theodor,	Frank Puglia,
Rudolph,	Lupino Lane,
Leader of Laborers,	Hans von Schlettow,
Laborers	Paul Rehkopf,
	Robert Scholz.

(4) This is a story of simple people.

It shows:

that LOVE is so precious as to make beautiful all it touches;

that where LOVE is, there hope is also;

that close beyond our tears there is a loveliness which justifies our courage -- and which

MAKES LIFE WONDERFUL.

(5) The story is laid in Germany after the great war <u>only</u> because conditions there were most favorable for showing the triumph of love over hardship. It concerns a family of Polish refugees.

(6) The conditions shown are the reproduction of actual facts. An average of fifty people were killed daily during starvation riots, mostly over potatoes,- their principal food.

(7) Berlin, the largest city in Germany.

(8) War.

(9) Behind these are the directing generals; still further back, the autocratic rulers seeking power, and profiteers gaining wealth,-- to these, perhaps, war may seem glorious.

(10) But what about these men?

(11) War's harvest.

(12) The homeless ones -- refugees from Poland.

(13) The barracks give shelter to some.

(14) Waiting for shelter.

(15) In Cepenick, a suburb of Berlin.

(16) Among the refugees driven from Poland, and seeking homes in Germany is the family of a harmless old professor.

(17) Inga and her gdrandmother. Inga, an orphan, lives with the professor's family, distant relatives.

(18) Even here Inga finds a moment of happiness in the thought that they will have rooms tomorrow, and that Hans, her sweetheart, will soon be home.

(19) Theodor, the professor's son; Hans, the other son, had not yet returned from duty.

(20) The professor's sister.

(21) The professor, absent-minded, eccentric,- the bewildered one.

(22) Rudolph, who had fallen in with the family on the journey, had formerly been a strolling player in Poland.

(23) The scanty repast -- one potato each.

(24) Two that shall become thieves, and shall rob

Inga of her greatest earthly possession.

(25) Two rooms; one for the women, another for the men. Each room must have the full number of occupants as regulated by a stringent law.

(26) The professor is now reduced to correcting the examination papers of a nearby school.

(27) Thedor works as a waiter in a Night Club, that he may finish his studies at the university.

(28) News of the return of Hans, the professor's other son. He had been drafted while a schoolboy into a war, in which he, like many others, had no part in the making.

(29) The great occasion -- Hans comes home.

(30) Between Hans and Inga there had existed since childhood a love so simple, so sincere, so true, as to be the constant wonder of all beholders.

(31) A new tack!

(32) End of Reel One.

(33) Reel Two.

(34) With courage and hope they start to work.

(35) Though Hans was still in a weakened condition from the privations he had suffered, he determinedly searched for work.

(36) Inga had already procured a situation -- her place of work.

(37) The Macy's of Copenick.

(39) Hans secures work in the shipyards of an adjacent suburb.

(40) Rudolph procures a job as caretaker.

(41) "Any chance of a job at your Night Club?"

(42) "In Poland they thought me some dancer."

(43) "One of our latest models: it's made of genuine rubber."

(44) "Perhaps this one."

(45) Hunger-haunted ---

(46) Sunday -- Hans and Inga in the country. LOVE went with them, and LOVE makes all things beautiful.

(47) Before their eyes, the homeward-going sails.

(48) About them the apple harvest winds from the Baltic shore.

(49) Hans had battled long against the effect of poison-gas, but finally gave way, and was overcome by a dangerous illness.

(50) "His condition is very serious."

(51) All bewildered Inga watched -- as if she herself were fighting the same bitter fight for life.

(52) "He is now in God's hands -- we can only wait."

(53) "If he dies, she will go too."

(54) End of Reel Two.

(55) Reel Three.

(56) "The crisis is past -- with good care he will pull through."

(57) Later ---

(58) Only potatoes! The best one, and part of her own, goes to Hans.

(59) "You must get fat -- like me."

(60) "I've been thinking, Inga, now that I am improving so, when things get better, don't you think we can get married?"

(61) "Oh, Hans, you're getting well -- and you -- and, oh, isn't life wonderful!"

(62) With the convalescence of Hans, the family renew the battle.

(63) In the city, Theodor ---

(64) The Night Club, frequented mostly by profiteers and visiting foreigners.

(65) Theodor as a waiter.

(66) Costumes of paper.

(67) No food goes home in pockets.

(68) Even here, the none too good food is highly treasured.

(69) Ground was allotted in the suburbs, where the poor grew vegetables to save themselves from starvation.

(70) Building homes out of ammunition boxes.

(71) After his regular working hours, Hans ---

(72) "Good ground for potatoes."

(73) At the second-hand shop, after her regular working hours Inga labors to earn a dowry.

(74) Working with happy dreams.

(75) Meanwhile, Hans ---

(76) Her wages -- paid in second-hand furniture.

(77) To save the precious stockings.

(78) End of Reel Three.

(79) Reel Four.

(80) Their dinner!

(81) Their daily food consisted mostly of horse turnips.

(82) "Isn't there anything but turnips?"

(83) The Wonder of Life:
WANT paraded by with sorrowful banners, but LOVE gilded their eyes, and they saw --
ONLY BEAUTY!

(84) "Inga and I -- we -- we ---"

(85) "What's the matter-lost your job?"

(86) "Hans and I -- we -- we ---"

(87) "We want to get married."

(88) "What on -- turnips?"

(89) "You know very well there are no rooms to be had anywhere."

(90) "Where are you going to live?"

(91) "And what about the babies?"

(92) "Hans, we -- we can't marry without the family's consent.

(93) Then came the greatest financial debacle in all history: When a billion dollars in printed money -- the wealth of a Rockefeller -- fell to the buying power of one dollar.

(94) Precious food.

(95) Two million men thrown out of work in one week.

(96) At the butcher shop.

(97) "No more today."

(98) The indigestible turnips bring the grandmother to a dangerous pass.

(99) "Nothing."

(100) Pay day.

(101) Three with whom Inga's fate is to be strangely interwoven.

(102) The line at the beef butcher's.

(103) A cut of beef -- only Nine Million Marks!

(104) It is necessary to go quickly, for a fair wage paid one day in the inflated currency, may be worthless the next, owing to the decline of the Mark in value.

(105) "Twelve Million Marks -- we've got more than enough!"

(106) End of Reel Four.

(107) Reel Five.

(108) Three hours later.

(109) "When I got out of the line, the money had fallen so that I only had enough to buy some bread."

(110) Still undaunted, Hans and Inga ---

(111) The wonderful dowry.

(112) Near their home, Hans finds a place ---

(113) "No food; no place to live -- IMPOSSIBLE!"

(114) Hans, wanting first to be sure of results, had kept his outside work secret from the family.

(115) Hans shows Inga the allotment garden at the distant shipyard.

(116) "How lucky some people are!"

(117) "Hans, DON'T -- if the owner should see you ---"

(118) "These potatoes will be ready in three weeks -- and they are all ours."

(119) Food scouts.

(120) Grandmother's secret.

(121) Two hours later.

(122) Another surprise.

(123) End of Reel Five.

(124) Reel Six.

(125) Then followed a lucky day.

(126) A neighbor called away leaves her hens with Inga.

(127) Two American visitors.

(128) "You mean this junk would be a treat to your family?"

(129) "All the liverwurst in the house -- bring it!"

(130) A billion Marks!

(131) "This to the family, with a kiss all 'round."

(132) To the usual pasturing ground, Inga takes her pet hens.

(133) But another menace brewing.

(134) "Not now."

(135) "Where's Inga?"

(136) "Liverwurst."

(137) "An American ---"

(138) "Then we will ask them again."

(139) "More turnips!"

(140) "Wait."

(141) "Liverwurst!"

(142) "Oh, isn't life WONDERFUL!"

(143) Rudolph also in luck.

(144) End of Reel Six.

(145) Reel Seven.

(146) "A party like we used to have in Poland -- play an old tune for granny."

(147) "Let's tell them now."

(148) "Hans has -- has built a house for us."

(149) "We have enough potatoes to last you all winter, and enough to keep us too -- now cant we get married?"

(150) "My own wedding dress -- I've made it over for you."

(151) But outside -- starvation still threatens the laboring people.

(152) A giant, whose clothes now fit ~~xxxxxxx~~ loosely.

(153) Bread,- but too moldy.

(154) "I'll get something."

(155) So it is all arranged -- the family pleased -- will now have more room for themselves.

(156) For where love is ---

(157) The next day.

(158) Desperate for food, they determine on strong measures.

(159) "There is food hidden in the country. The profiteers get it -- why not we?"

(160) Hans and Inga go to gather the little harvest, upon which their marriage depends.

(161) Real profiteers could get a fabulous price for a small piece of meat or a sack of potatoes -- by dealing, secretly, with those able to pay in gold.

(162) "Don't laugh; they can hear you for a mile."

(163) End of Reel Seven.

(164) Reel Eight.

(165) "No cheating; whatever we get we'll divide here."

(166) "Look!"

(167) "It's empty -- look for yourself!"

(168) "It doesn't make any difference, Inga--any other time will be just as bad, besides it will be late at night when we return."

(169) The giant discovers real profiteers.

(170) Cheated by his confederates --/a futile killing.

(171) They take a different route home.

(172) "The rest is easy -- downhill all the way."

(173) Aided by the covering clouds.

(174) "Profiteers."

(175) End of Reel Eight.

(176) Real Nine.

(177) "No, he isn't a profiteer; he's a working man, like you."

(178) "Wait -- wait -- we can prove it."

(179) The Union Card.

(180) "They're all we've got to -- to get married on."

(181) "Of course, we understand your mistake."

(182) "You beasts.'"

(183) "Yes, beasts we are; beasts they have made us."

(184) "Years of war and hell; beasts they have made us!"

(185) "Oh, Hans, I -- I thought they had killed you."

(186) "Did they take them all?"

(187) "Do you mind -- very much, Hans?"

(188) "Nothing is of any use."

(189) "After all, I've still got you ----

(190) --- and you've got me --- and that's what matters most, isn't it?"

(191) "The moon -- look!"

(192) "Oh, Hans, you've escaped them -- I've still got you -- OH, ISN'T LIFE WONDERFUL!"

(193) "Wonderful!"

(194) A year later -- the aftermath.

(195) The family escort them to their new home.

(196) And this time enough potatoes for all!

(197) THE END.

Oliver Ditson Company

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AGENCIES:
CHAS. H. DITSON & CO. NEW YORK
LYON & HEALY, CHICAGO

Boston, Dec. 10, 1924

D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Att. of Raymond A. Klune

Gentlemen:

Referring again to your letter of October 24th, we will appreciate it if you will send us the check for $75.00 in payment of our claim and not put us to the inconvenience of writing you again.

Yours truly,
OLIVER DITSON COMPANY

C. A. Woodman
Mgr

CAW:HEH

D. W. Griffith, Incorporated

INTER-OFFICE MESSAGE

To Miss Campbell

From Mr Raymond Klune

Date December 10, 1924

Time

Reply to

Attached hereto, you will find 2 checks, one her salary check in the amount of $50 and the other, a check on the Central Union Trust for $65. These checks represent the amounts due Kate Bruce as follows:

Amount received from First National Prod. Corp. (For Miss Bruce's salary, week ending December 6)	$200
Less salary paid her by D.W.Griffith, Inc., week ending December 6.	50
	$150
Less 10% Commission due Jess Smith on above $200	20
50% of this amount due Kate Bruce	$130
	-$65.00

Will you kindly give one of these copies to Miss Bruce along with the checks?

Please make all replies on back of this memorandum.

P. A. POWERS
729 SEVENTH AVE.
NEW YORK

Dec. 10, 1924

D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Sirs:

I received yesterday from the Central Union Trust Company a check from the United Artists Corporation to the order of P. A. Powers in the sum of $5,000.

You understand, of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Very truly yours,

N. B. Levy

Secretary to Mr. Powers

L:D

SHARP, FOX & SANE
COUNSELLORS AT LAW
40 WEST 40TH STREET
NEW YORK

153

Dec. 10th, 1924.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

RE: "ONE EXCITING NIGHT"

Dear Mr. Banshaf:-

You have not communicated with me as agreed, although I called you on Monday and yesterday.

I received this morning from London for week ending November 21st, 13.13.6 pounds. At this rate the guaranteed amount will not be reached for years. Mr. Jacobs has just telephoned to me to say that he insists that the balance of approximately $15,000, bringing the collections up to $125,000, which Mr. Abrams guaranteed ~~will~~ would be paid by October 30th, must now be paid.

Please let me hear from you today.

Very truly yours,

David Fox.

are mad by Plane

DJF:S

that a N. away.

December
Tenth
1924

Miss Emma Dunn,
Harris Theatre, New York.

Dear Miss Dunn:

Mr Griffith directs me to acknowledge your telegram and to say that he is so very busy that he will be unable to see you this week. If you will telephone me at our New York office, Bryant 6761, one day next week, I shall endeavor to arrange an appointment for you.

Yours respectfully,

Personal Representative
of Mr Griffith.

Schlesinger & Schlesinger
Counsellors at Law

HARRY H. SCHLESINGER
WALTER V. SCHLESINGER
TELEPHONE NUMBER [illegible]

National City Bank Building
Madison Avenue & 42nd Street
New York

December 10th, 1934.

A.H.T. Banshaf, Esq.,
150 East 42nd Street,
New York City.

Dear Sir:- Re: Dunne vs. Griffith

We would appreciate hearing from you at your earliest opportunity in respect to the above entitled action, in accordance with our telephonic conversation of the 1st inst.

Very truly yours,

SCHLESINGER & SCHLESINGER
BY [signature]

LJ.

Form 1000A

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Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 11, 1944.

Mr. Fred Hale Jr
550 California St.,
SanFrancisco, Calif.

Lost your check please stop payment and mail me duplicate. Regret annoyance

Lucina

Chg D. W. Griffith, Inc.

December 11, 1924.

D. W. Griffith, Esq.

Dear Sir:

For two years I have been trying to get an appointment and in June of last year I was four days at your studio on invitation to be introduced to you, but circumstances with Al Jolson intervened. So I joined the Romola production and went to Italy. As soon as we returned, I tried again, but you were leaving for Germany and nobody in the office seemed interested.

I am writing this all to show my intense desire that I have had for years to join, if possible, your organization to work for pictures, that will be, as far as photography is concerned, far in advance of everything that is done at present anywhere. I was engaged as Photo and Laboratory Expert with Inspiration and caused the whole picture to be made on panchromatic stock, Interiors as well. This is the first time it has been done successfully and for me it was the first trial of this method.

The following work should surpass Romola easily in true appeal of photographic value, supporting and really intensifying the directional and emotional appeal.

Miss Lillian Gish was kind enough to give me an introduction to you, which I like to present personally if you should grant me an interview. I am perfectly willing to stretch time if I can join your organization in the near future, if this is not possible, I will go West after the Holidays.

May I succeed to get an appointment after the many attempts I have been making thus far?

Very truly yours,

GUSTAV DIETZ,
13 Sherman Ave.,
Lincoln Park,
Yonkers, N. Y.
Tel.- Yonkers 3780 M.

JOHN R. FORBYCE
ENGINEER, INC.
HOT SPRINGS NATIONAL PARK
ARKANSAS

December 11, 1944.

Mr. D. W. Griffith, Producer,
c/o United Artist Corporation,
New York City, N. Y.

Dear Sir:

I have been for some years much impressed with the great work which you have done in building the Nation and fostering patriotism and a pride in the best deeds of our ancestors through the medium of your motion pictures which have shown the American people the forces which have been at work in the past.

I wish to call to your attention the expedition of De Soto, as offering another theme which would make a splendid spectacle for a motion picture of another great event in American history.

As you may recall, this expedition was the first exploration in North America which penetrated far back in the interior. It was lead by De Soto who largely financed it and gathered an army together in Spain. De Soto, as you may recall, had been one of Pizarro's captains in Peru. He returned to Spain still young and with his part of the enormous wealth which they had captured from the Incas of Peru.

De Soto was ambitious to lead an expedition of his own into the unknown country which had been discovered by Ponce de Leon and Narvaez.

Cabeja de Vacca, a survivor of the Narvaez expedition, had just returned to Spain and for some reasons of his own told wonderful tales of the rich countries and the fabulous stories of the Indian cities he had seen. De Soto had no trouble of gathering together a lot of adventurers and they landed in Tampa, Florida, with a large army of men, horses and supplies. They marched north into Georgia, Alabama, Mississippi, Tennessee, crossed the Missippi River and continued their journey into Arkansas, Missouri, Oklahoma, Texas and Louisiana.

De Soto died and was buried in the middle of the Mississippi River and his followers later built ships and sailed down the river and coasted along the Gulf coast to Mexico where they met the men of Cortez, thus you see that all three of the great events of that day were mixed together.

JOHN R. FORBYCE
ENGINEER, INC.
HOT SPRINGS NATIONAL PARK
ARKANSAS

D. W. Griffith, Producer,

December 11, 1934.

I have had some experience in piecing together a motion picture. I was a Major in the army during the war and was Constructing Quartermaster of a large cantonment (Camp Pike, Little Rock, Arkansas). I had motion pictures made of the various parts of the work in progress and of the principal events. This picture was sent to the General of Staff at Washington, and under the title of "Over Here" was shown all over the country.

For the last twenty years I have been a close student, in my spare time from engineering activities, of the history of the Southwest. I have attempted to locate the route of De Soto after he crossed the Mississippi River. I am one of the members of the State Highway Board and have visited nearly all the parts of the State and have made a close study of the topography.

There are four accounts of De Soto's expedition written by men who were on the expedition. In this close study, I am drawing maps, taking photographs of the country and locating the Indian mounds which were the Indian cities De Soto visited.

Among the major scenes which have suggested themselves to me that might be used by the De Soto expedition, are the following:

First, De Soto's return to Spain after the conquest of Peru. He was rich and of course powerful. He appears at the Spanish court, is made Governor of Cuba, marries the daughter of a powerful noble of Spain. He gathers together his army of adventurers.

Second, he lands at Tampa, Florida, with all his ships,-this would make a great spectacle as De Soto disembarks his horses, supplies and men.

Third, his march on which he captured the Spaniard, John Ortez, a survivor of the Narvaez expedition, who later acts as interpreter and guide of the expedition. His meeting with the Indians of the various villages as he goes through. His special meeting of an Indian Queen and her people in all of their spectacular Indian costumes.

Fourth, his battle with thousands of Indians in Alabama.

Fifth, the great night fight in a Chickasaw Indian village in a north Mississippi village in which the Indians surrounded the village in which De Soto stayed, the burning of the huts and the

JOHN R. FORBYCE
ENGINEER, INC.
HOT SPRINGS NATIONAL PARK
ARKANSAS

D. W. Griffith, Producer,

December 11, 1924.

exploding of his gun powder. The burning up of his clothing and other supplies (after this the Spaniards had to dress in skins).

Sixth, the discovery of the Mississippi. The building of the boats and the crossing which was resisted by the Indians who were in two hundred canoes. These canoes were large enough to hold seventy-five men and had from ten to twenty-five paddlers on a side. These went over the water at the speed of a race horse and in the stern under a canopy of skins and plumes sat the Chief who directed the activities of each canoe. Along among the rowers stood men with shields who protected the rowers with bows and arrows,- these showered arrows at the Spaniards, who, however, crossed in spite of it.

Seventh, the coming of De Soto to a large village on the Arkansas side. The erecting of a great cross made from pine trees fifty feet high. The first great mass held on the Arkansas soil in the presence of thousands of Indians. The outfitting of the Spaniards with buffalo robes, bear robes, deer skins and coon skins. The various Indian villages they encountered (which could be reproduced from descriptions we have handed down to us from the various French missionaries who came into this country one hundred thirty years later but found conditions very much the same as at the time of De Soto). The coming of De Soto to the hot springs,--here we can play on the fabulous stories which were told of the restoring of the ancient and wounded Spaniards to youthfulness and health by the famous water. Later, after De Soto reach the Mississippi, died and was buried at night in the midst of the water,--a wonderful picture could be made of this feature. Then when his followers built the ships and embarked on the river and were pursued by the Indians in their large canoes,--an interesting scene of the water fight could be gotten from this.

Of course you understand far better than I could suggest whether or not such a picture could be commercialized and made a success. I believe that the various communities where De Soto travelled could perhaps be interested so that they would contribute a part of the cost of the picture. I believe that we could call on the Department of Ethnology at Washington for suggestions as to costumes which would be representative of the Indians of that time.

As an engineer, I would be delighted to help in locating

JOHN R. FORSYCE
ENGINEER, INC.
HOT SPRINGS NATIONAL PARK
ARKANSAS

the probable places where the filming of different parts of the picture should be made. Just at present I haven't any special work on hand and it would give me great pleasure to help you in any way that I could with historical research work and also in any reproduction of Indian villages, boats or other matters. It appears to me that this would be a film in which there would be great interest over the country as we could make it portray the life and habits and customs of the Indians.

If you are interested in this proposition, I could write you more in detail on the subject. I have in my library a wonderful lot of old books which give the early accounts of the Indians, their villages, costumes and habits. In case a story is needed to give the human interest to the film play, I have interested Mr. Charles Davis, who is in the editorial department of the Arkansas Gazette at Little Rock. Mr. Davis, in addition to being a splendid newspaper man, is quite a writer and poet, having been nominated poet laureate of the State. He is anxious to collaborate with me and put in the necessary touches to weave a romantic story into the bare historical facts which I have dug up.

Hot Springs is a mighty good place to rest up and while I do not know whether you ever take a rest, we would be glad to see you here. We will open on Devember 20th, our three million dollar hotel which is modern in every respect and equipped with one of the finest broadcasting stations in the country from which we hope to tell the world the wonders of Hot Springs.

Sincerely yours,

John R. Forsyce

JRF:GE

La Grange, Ky.
Dec. 12th 1924

Dear Mr. Baughof:

Surely you will be surprised to get a letter from La Grange but I feel compelled to write. This is not a personal matter or I would hesitate.

I wondered if you would see Cousin David and ask him if he could send my Daddie a check for some amount that would be convenient for him. He has been forced to give up his truck which has been his means of livelihood

for years, on account of being deaf and a bad leg which was caused from a shell of typhoid fever settling in it. He has aged so fast from bad constant work for years that he can hardly do any work any more.
Three of his family are married but it is all we can do to keep upon our families + homes.
I know this sounds silly on paper but when I see my Father that has always done everything for us getting old and helpless and I can't help him it nearly kills me. I am sure if Romain David could see him he would sit heaven a moment to do some little thing. He has always been

go away to us all.
Dad has been in the real-estate business and did very well this summer but it is on the "bum" now and winter coming on, to say nothing of Christmas, I don't see how they will get by.
He doesn't know one word about my writing and neither does anyone else. I just felt that if Romain Dowd did want to do a bit of X mas cheering there could be no better go see.
I felt that you would come nearer delivering this message directly to him than anyone and I wanted to thank you a thousand times.

Very Sincerely
Mrs. Hollis Pinnell
(Evelyn Oglesby).

New York Office,
December 18, 1924.

Mr. W. Blackford,
Manufacturers Trust Co.,
42nd St & 5th Ave.,
New York, N. Y.

Dear Mr. Blackford:

I enclose herewith a letter from Mr. John C. Flinn, which is self-explanatory. I had quite a chat with Mr. Flinn on one or two occasions since our last conversation, and it is impossible for me to get anything definite or tangible out of the Producers Distributing Corporation, other than the contents of the enclosed letter. Mr. Flinn did say, however, that he thought the picture would gross in the U. S. and Canada between One hundred and one hundred and twenty five thousand dollars.

I have cabled to some of the foreign offices asking them to send in all available monies on this picture to be here by December 25th.

I have been trying very hard to get over and have a chat with you, but have been so busy with lawyers trying to thresh out Mr. Griffith's status regarding the United Artists Corporation and the Famous Players Lasky Corporation, that I have not had a chance to do so. However, things have settled down a little bit and I hope to be able to see you the early part of the coming week.

With best wishes,

Very truly yours,

President.

G & H. Pictures Corporation,

ALG/CC

New York Office,
December 18, 1934.

Mr. Hiram Abrams,
United Artists Corporation,
729 Seventh Avenue,
New York, N. Y.

Dear Mr. Abrams:

We have recently been advised that there was a print of "Judith of Bethulia" destroyed by fire in the Melbourne office of the United Artists Corporation.

Inasmuch as this print was paid for 100% by the "Judith of Bethulia" account, Mr. Grey feels that some adjustment for the print should be made by the Australian company, otherwise the cost of the print, about $190, is a dead loss to the "Judith" company.

Will you kindly advise what steps we should take in regard to the above.

Thanking you, and with best wishes,

Very truly yours,

CC

New York Office,
December 15, 1924.

J. Homer Platten, Acting Treas.,
The Motion Picture Producers of America,
[illegible] Fifth Avenue,
New York City.

Dear Mr. Platten:

I have your letter of December 9 in which you request our best estimate of the gross domestic revenue for the year ending December 31, 1924.

This amount, as arrived at by us is, $1,117,177.65 which represents the actual gross income to November 15 and the estimated income from November 15 to December 31.

I trust that this is the desired information.

Sincerely yours,

Treas.

D. W. GRIFFITH, INC.

RAM:IS

D. W. GRIFFITH, PRESIDENT
A. L. GREY, VICE-PRESIDENT
A. H. T. SANZHAF, SECRETARY
J. C. EPPING, TREASURER

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1122

December 13th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
One Exciting Night		2327		
The White Rose		11403		
Way Down East		55317		
Birth of a Nation		2183		
Orphans of the Storm		3420		
Is'nt Life Wonderful		1437		
Judith of Bethulia		699		
The Love Flower		14923		
	0	91709	0	0

Positive stock used

Eastman 91709

10/16/24
Diet Coll
Dont life
Wonderful

Moving Pict World

"Isn't Life Wonderful?"

Powerful in Its Simplicity and Realism, D. W. Griffith's Latest Is Limited in Its Appeal

Reviewed by C. S. Sewell

In his newest picture, "Isn't Life Wonderful?" which is receiving its initial showing at the Rivoli Theatre, New York, D. W. Griffith has again dared to attempt something new in theme and in treatment. He has gone to Germany after the war and found his inspiration in a story of the sufferings and hardships of a family of Polish refugees. It is a story which is simplicity itself, a page from life which depends upon its absolute realism, its remarkable character delineation and superb handling. He has steered clear of melodrama or the familiar devices of the drama to heighten the effect. There are no villains, no plotting, no intrigue, but at the same time there is no dearth of drama, emotion, humor, or of the other things that stir the spectator, just as there is no dearth of these elementals in life itself.

This picture is life itself presented on the screen, and the very simplicity of its story and treatment magnifies its power. It is not when life moves along smoothly but when it is beset with difficulties and hardships that it is most dramatic, and what could be more gripping than the struggle for life itself? So, this little story centers in a struggle for mere existence against seemingly insuperable obstacles, and to the average man will seem depressing; but it is brightened by the wonderful optimism of the heroine who, unhaunted by crushing circumstances, finds life wonderful and mere existence, when love is present, a reason for enjoyment.

With opportunities for big scenes, Mr. Griffith has contented himself with epitomizing the hunger madness of the workmen in an attack on a profiteer's wagon and on the pitiful little supply of potatoes belonging to the hero and heroine. Even the happy ending is unhappy from a material standpoint, for the couple are left bereft of everything but the thought that they have each other and their great love.

Although there are some slight slips, Mr. Griffith's direction of this picture is marvelous and none but a master of the art could have gotten such dramatic force out of scenes showing the family utterly dejected with their meal of horse turnips, or such pathos as the scene where the heroine waits at her sweetheart's bedside or where she attempts to buy meat and finds the price has risen out of reach before she gets into the shop, or the exaltation of these simple folk over a meal consisting of a single egg, a bowl of potatoes and liverwurst.

Equally fine is the work of the players. Carol Dempster gives a truly remarkable performance; one of the most effective the screen has ever seen is her display of simple emotions. Neil Hamilton, with less to do, scores heavily, as do all of the others. There

is no exaggeration in their acting or expression, a simple movement or gesture, a slight smile on a gaunt face speaking volumes.

Comedy in keeping with the spirit of the picture is supplied by Lupino Lane as a strutting actor, and there is excellent suspense and dramatic interest in the futile attempt of the hero and heroine to escape the workmen temporarily made beasts by hunger.

For those who are moved by sentiment or who grasp the simplicity and humanity of this story, the bigness of the drama of life itself, and can enter into the finer points of this truly remarkable interpretation, "Isn't Life Wonderful?" will prove inspiring. But, after all, we seriously doubt its appeal to the masses. Foremost among the considerations which would seemingly mitigate against its general box office success is the depressing nature of the story, despite its note of optimism, for it is a drab little tale that is unfolded. And despite its intensity for those who are moved by its emotional appeal, the very absence of theatricalism and devices for building up punch and interest will have their effect. In short, to many it may prove commonplace and depressing. In its very simplicity and realism lies its greatest strength and weakness, and because of its tone it does not seem the kind of a picture the average patron would recommend to his friend who goes to the theatre primarily to be entertained and amused.

Cast

Inga	**Carol Dempster**
Hans	**Neil Hamilton**
Grandmother	**Helen Lowell**
Professor	**Erville Alderson**
Brother	**Frank Puglia**
Aunt	**Marcia Harris**
Rudolph	**Lupino Lane**
Worker	**Paul Rhekopf**
Worker	**Count Van Schacht**

Story by Major Geoffrey Moss.
Directed by D. W. Griffith.
Length, 8,600 feet.

Story

Among the thousands of refugees who flocked to Berlin was the family of a Polish professor and the days following the war show them in a terrific struggle for mere existence. They manage to get a place to live but their combined resources and the high prices of food result in their only being able to get a potato apiece and for long periods they have to subsist on horse turnips. Despite this, the love of one son, Hans, for his cousin Inga is so great that they determine to overcome all obstacles. Inga works overtime in another place and collects a pitiful supply of things for their new home, while Hans alone builds a little hut and finds a little allotment where he grows enough potatoes to keep him through the winter. All is rosy and they start out to harvest their little crop, but are followed by workmen who temporarily made beasts through their hunger and suffering of their families rob them of all. The world looks black, but Inga rises to the occasion and makes Hans realize that they still have each other, and that after all "Isn't Life Wonderful."

Edito

"Isn't Life Wonderful?"

IT has taken D. W. Griffith to raise more sharply than it has been raised before the question, Can the American people be made to appreciate a picture created as a work of art, with the ordinary petty box-office angle subordinated?

"Isn't Life Wonderful?" qualifies as an artistic masterpiece. It impresses itself as the type of picture which a great producer might make on royal mandate. It is one of the fine examples of real integrity in production the screen has seen.

In the face of this fact, generally admitted by those who are competent to judge, the question is being asked, "Will it go over at the box-office?" And to that question, unfortunately the answer must rest with time and trial.

This, however, is a word to the exhibitor. If you permit your own imaginings to bar this picture from your house; if you are so certain your customers are wholly lacking in appreciation of the better things that you don't dare risk showing them a really great picture, for fear they won't understand it, then it is high time to stop talking about better pictures and to get down to cheerful acceptance of factory-grade stuff that will go over with folks of one-syllable intelligence.

"Isn't Life Wonderful?" is not the only picture of the season around which this question arises, but it is an outstanding example of the sort of picture which some people say can not be made profitable. Let's hope they are wrong. Let's assume, for the present, that there are not quite so many swine in our part of the world as some of our wise friends would have us believe.

D. W. GRIFFITH COLLECTION
...M OF MODERN ART FILM LIBRARY

BOX O

GRIFFITH FILM AN ARTISTIC JEWEL

"Isn't Life Wonderful" Presents Simple But Starkly Realistic Story.

"ISN'T LIFE WONDERFUL." United Artists Photoplay. Author, Major Geoffrey Moss. Director, D. W. Griffith. Length, 9,081 Feet.

CAST AND SYNOPSIS

Inga	Carol Dempster
Hans	Neil Hamilton
Grandmother	Helen Lowell
Professor	Erville Alderson
Brunner	Frank Puglia
Aunt	Marcia Harris
Strolling Player	Lupino Lane

At the conclusion of the World War Hans comes back to his family, camped on the outskirts of Berlin. They are all in dire poverty, but each tries uncomplainingly to get along as best they can. Theodore, a student son, works as waiter in a night club. Inga, an adopted daughter, works nights mending chairs. Hans and Inga have been childhood sweethearts. She nurses him when he falls ill, as a result of having been gassed. The family consent to their marriage. Hans raises many bushels of potatoes on ground allotted to him. He is held up and beaten by robbers who steal his precious carload of potatoes, but Inga comforts him and they agree that life is still wonderful, despite its misfortune.

By George T. Pardy

DAVID WARK GRIFFITH has chosen a sombre subject for the theme of this picture—the struggle of Germany's poor folks for bare existence during the starvation days of 1923—and shaped it with rare directorial cunning into a genuine screen jewel. Every now and then Mr. Griffith revolts against established film tradition, breaks down conventional fences and goes right ahead on a trail blazed out by himself.

He did this when he produced "Broken Blossoms," with its bitter-sweet memories, blighted love and tragic ending, a masterpiece of artistry, but entirely different from anything the silent drama had known. In "Isn't Life Wonderful" he has disregarded all the recognized rules of plot values, carefully built-up suspense, etc., and given us another innovation—a picture of straight narrative simplicity, just the plain record of a few humble lives, devoid of melodramatic complications, but starkly realistic and irresistibly compelling in its power of awakening emotional response.

It is impossible to refrain from opening the very floodgates of pity as the love idyl of Hans and his Inga developes, and the spirit of romance arises amidst the threatening clouds of hunger, privation and lowering death. For these people seem so absolutely real, their sufferings so poignant, that the full horror of the thing grips you and strikes home to the heart. Who ever dreamed of combining pathos with eggs and potatoes?

Yet we dare say many an eye will fill with tears when Inga is seen depriving her failing self of a poor little portion of potatoes, so that she may nourish sick Hans, and who can forget her rapture when the precious hen lays a precious, solitary egg? And that wistfully effective climax—Hans beaten by thieves, his only carload of vegetables stolen. The pathetic pair sit by the roadside and Inga says—"But I have you still, they didn't take you from me!" And Hans solemnly admits that life is still wonderful.

You can exploit this as a wonderfully emotional, tremendously realistic story of life in post-war Germany. Mr. Griffith's name will draw the crowds and Carol Dempster, Neil Hamilton and Helen Lowell are each worth featuring.

D. W. GRIFFITH COLLECTION
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12/2

D. W's.

By DANNY

"Isn't Life Wonderful."

Yes, it is a big, fine picture. Full of splendid scenes and excellent characterization. Tears and laughter. Well mixed—as the Old Master can do it. A tale of frightful starvation and suffering, hunger and want, the backwash of the Great War. In a small town in Germany, filled with Polish refugees. Made in Germany.

How will it work at the box office? Well, it's a Griffith. And there are thousands who go to see his work, regardless. Because they know what he usually does. But exhibitors—especially those who do not have limousine trade—had better see this first.

For the first five reels or so the Old Master piles the want ad and suffering stuff on heavily. Many of the sequences seem overcrowded with detail—this will probably be corrected in the final editing. There is a superabundance of titles. But then the story swings into its natural tempo and the movement from thereon is fine; absorbing, full of interest and runs so until the end.

The story tells of the plight of a band of war ravaged folk, who, living in that age of hunger during 1922 in Germany, went through the trials that awoke the world. Of people starving. Of riots on food shops. Of living on potatoes and turnips. And when beef sold for millions of marks a pound. Because the mark had no stabilization. And so the hero and his sweetheart who want to marry cannot. At least until he can show that they can live. He plants a little patch with potatoes. Just as they are gathered a hungry mob swoops down, overwhelms them and take the potatoes. Then they realize that they have each other; they overcome the disaster in each others arms. And the closing title is "Isn't Life Wonderful."

Of course D. W. builds a suspenseful series of incidents, and closes with one of these, where the boy and girl, trying to evade the rioters, haul the wagon of potatoes through the woods. The suspense here, is fine.

An excellent cast appears. Carol Dempster does easily the best work

(Continued on Page 2)

of her career. It is a fine piece of acting. Often Griffith has outdone himself in the handling of Miss Dempster. Neil Hamilton is again fine. Lupino Lane, in a comedy bit almost steals the picture when he is on the screen. He is exceedingly funny. Erville Alderson is fine as the old Professor, and Helen Lowell splendid as the Grandmother.

As usual the music is excellent. Don't play this without the original score. The photography, by Frank Diem, is superb; the locations fine. One of the grandest bits of photography ever shown on the screen is presented when Neil Hamilton holds Carol Dempster in his arms, and the pair are bathed in the moonlight. It is gorgeous.

M. P. T. O. of Texas Organizes

NEARLY BROKE $28,000 AT THE RIVOLI

(Despite a "devil-spit" rain all Friday afternoon and night)

D. W. Griffith's new film sensation

"ISN'T LIFE WONDERFUL"

SUNDAY, SECOND WEEK, RIALTO, BROKE $5100

It Whipped All Rivals On Broadway And Proved The Box Office Sensation

A high official of Paramount said it would have broken all box office records had the picture been a little shorter and had the audience not been so interested. The people would stay over through part of one showing and entirely through the next. "Standing room only" was the sign while other theatres cried "Seats at all prices."

This is the answer why:

"We can safely say that **never has there been so absorbingly human a drama** put upon the screen. It rises to such heights of truth and beauty and power that it far **surpasses all** the make-believe tragedies and brainstorms which have so far appeared on the screen." *E. S. Colling in EVE. POST*

" 'Isn't Life Wonderful' almost **beggars description.** Nothing but a simple story, yet **it held us in a vice-like grip** and carried us exalted and wilted through the whole gamut of emotions. Its very freedom from screen trickery or false pathos lifted it to **heights that seldom have been reached even by Griffith** himself. **Carol Dempster swayed us for two hours as we never before have been swayed."** *George Gerhard in EVE. WORLD*

"An entirely new treatment of screen drama is 'Isn't Life Wonderful.' It is the best picture that has come from D. W. Griffith's hands and when we have said that we have said about everything. The plot is life itself. The great climax is where the little family are given potatoes. **There is more drama wrapped up in that one scene than in fifty battles, seventy rides to the rescue, of a hundred stories of blackmail and murder."**

Mildred Spain, DAILY NEWS

"D. W. Griffith again **reveals his wizardry.** It seems **almost incredible,** yet out of homely raw material Griffith has evoked such **marvelous, heart-plumbing effects** that the very potatoes must have been crying their eyes out. Griffith, greater than ever, elicits a furore with the flourishing of liverwurst in this film. There is a pulse and a life to the picture provided by its note of hope triumphant." *Frank Vreeland, TELEGRAM-MAIL*

"Picture fans will breathe a prayer of thanks to Mr. Griffith. Cynics will brush away their tears and feel as they did before they lost their illusions and their hair. Because it isn't a story—it's life itself. Carol Dempster as Inga seems inspired." *Rose Pelswick, EVE. JOURNAL*

"D. W. Griffith, the Homer of the screen, has given us a tremendously powerful epic."

Fred McIsaac, EVENING BULLETIN

"D. W. Gritffih has again pioneered the way and given us the most truthful delineation of characters I have ever seen. Done with a delicacy that indicates stronger than words the great genius that directed this seemingly little tale. **Unless one is a moron or an imbecile he will feel this tale.** Carol Dempster's performance will be mentioned as one of the fine things as long as motion pictures endure." *Louella O. Parsons, N. Y. AMERICAN*

"This film **dares to be intelligent.** It is a **remarkable** and **distinguished** work. Carol Dempster gives **one of the finest performances** I have ever seen. It may be the very best." *Quinn Martin in N. Y. WORLD*

"A remarkable film offering—simple yet deeply stirring." *F. W. M. Hall, N. Y. TIMES*

" 'Isn't Life Wonderful' **is a gem** with no resort to trickery. Such **poignant vividness, such heart-rending tenderness,** such rich realism. The work of Carol Dempster and Neil Hamilton **ranks with the outstanding performances** given on the screen." *Dorothy Herzog, DAILY MIRROR*

"The story is so simple, yet vastly thrilling and exciting." *Harriette Underhill, N. Y. HERALD-TRIBUNE*

" 'Isn't Life Wonderful' is undeniably exalting. **Griffith blazes a new trail**—making **the picture of the future.** If you have a soul, 'Isn't Life Wonderful' will thrill you." *Joseph Fliesler, MORNING TELEGRAPH*

" 'Isn't Life Wonderful' is a wonderful picture viewed from any angle. As a masterpiece of a master producer it is bound to create a sensation. There will be found in this simple story of human life and suffering the touch that will arouse the sympathy and compassion of people everywhere. **The picture ought to run for years."**

Regina Canon, N. Y. EVE. GRAPHIC

Inga and Hans
(Carol Dempster and Neil Hamilton)

"Isn't Life Wonderful"

A D. W. Griffith Production released by United Artists

NEITHER jazz nor cabarets, neither silken sinners nor flaming youths seem necessary for a really great picture. With a group of sober sufferers, with sob after sob, with the simplest settings, mostly on location, Mr. Griffith has created a masterly picture. He has shown that through starvation and privation, through direct suffering and anxiety, true love makes life, mere life, a wonderful thing.

Orphan Inga (Carol Dempster), and her grandmother (Helen Lowell), live with a family of war refugees in a suburb of Berlin. Besides these two the group includes an old professor who ekes out a few cents by correcting students' papers for a nearby university, his sister, and his two sons, Theodore, who is a student by day and a waiter by night, and Hans (Neil Hamilton), who comes back from the firing line broken in health but able to do some work at the shipyard nearby. Into the fabric of the story are woven the doings of a strolling player, who furnishes a bit of comedy relief, and a group of hungry unemployed who furnish considerable tragedy. Between Inga and Hans there has long existed that idyllic love which makes life wonderful in spite of anything. Every little while things seem hopeless, then a tiny ray of light, a wee flash of hope and again life seems a wonderful thing.

When Grandma almost dies after a diet of horse turnips for months and months, the pet hen left in Inga's care lays an egg, and life is a wonderful thing.

When the whole family faces the hopelessness of a turnip diet or no diet, a wealthy American presents Theodore with all the liver-

Liverwurst and potatoes after months of Turnips!

Inga sees the house that Hans built
(Carol Dempster and Neil Hamilton)

The line dwindles as the price of meat goes up

wurst purchasable at the restaurant where Theodore works, and Hans gathers a few potatoes from the tiny patch of ground allotted to him at the shipyard and the regal meal thus provided makes life wonderful again!

Inga and Hans want to get married, but there

(Carol Dempster and Neil Hamilton)
Offering thanks for the potatoes

The hungry workers steal the precious potatoes

are no houses and no food, just hopelessness and turnips. Waiting in line for the privilege of buying a bit of meat for millions of marks, Inga sees the price go up and up as the supply goes down, and finally the price goes beyond her reach and she too leaves the dwindling line. But when Inga sees the "house" that Hans built out of old munitions boxes and the well cared-for potato patch in the shipyard, life becomes a really wonderful thing!

Then Hans and Inga gather their potatoes—they are to be married on the strength of having those potatoes—and on their way home pulling the little cart of treasure, they are set upon by the hungry mob, beaten into unconsciousness and robbed. But they come to, they have themselves and they have their love and still have their potato *patch* and life is still a wonderful thing!

How simply and wonderfully done it all is, with the simplest and humblest material, but with the highest art. And lest Mr. Griffith get all the credit, let us give what is due to the players who so ably helped him, Miss Dempster, Mr. Hamilton, Miss Lowell, Mr. Erville Alderson as the old professor, Mr. Frank Puglia as Theodore, Miss Marcia Harris as the sister, Lupino Lane as the strolling player, and Mr. Paul Rhekopf and Count von Schact of the Deutches Theatre as the leaders of the hungry mob.

What an antedote for the tawdriness, for the insincerity, for the jazz and the meaningless noise of our lives!

He who does not see "Isn't Life Wonderful" is missing more than half the wonder of his own.

B. J. L.

Motion Picture News

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New Kinds of Pictures

D. W. GRIFFITH gave us a very interesting interview the other day on his new picture. Among other significant things he says that the opening of "Isn't Life Wonderful" has brought him more letters and occasioned more enthusiastic reviews than any other picture of his, including "The Birth of a Nation;" and that in its "try outs" in some Connecticut towns it was enthusiastically received by the factory workers.

* * *

Whether the New York critics have correctly gauged their readers or not — running the gamut from those of the *Evening Post* to those of the *Daily News* — remains to be seen; whether this picture will get to the masses all over the country like, for instance, "Over the Hill," remains also to be shown at the box-office. But in any event we believe that Mr. Griffith has produced a picture which may well receive the most serious consideration of producers and exhibitors.

It is a story of life — based cleverly upon the broadest of all dramatic appeal, namely, the struggle for self-preservation.

* * *

To put it simply, Mr. Griffith put his camera on his shoulder and went forth to photograph a story right where the story happened. He lived among the people themselves, got his color, characters, facts, sympathy first-hand. And the result is impressive realism. Another did the same thing recently — Robert J. Flaherty; and we had the dramatic "Nanook of the North." Every good writer writes his stories just that way. There is no other way — to make them ring true.

All of which suggests to us and very forcibly these thoughts:

* * *

That there is altogether too much of the studio in our pictures today. The studio is apt to mean artificiality — even the studio at its best. We have presented wonderful effects, vast, startling, often enthralling. But after all it isn't life and, while for a cycle of time it is entertainment, it gets quickly insipid. People are talking a lot about the sameness of the movies — that we are too insistent upon the stock, ready-made values — big stories, scenes, shots, tricks, punches at the expense of credulity. There's always a vital danger in entertainment, all entertainment, and that is in overdoing the theatric. Fifteen years ago the stage was that way — all pomp and splendor and bombast. And then along came Eugene Walter's "Paid in Full" — a small cast without makeup, a little story of life, and the new kind of play was big enough to set a new cycle in stage entertainment.

* * *

As for stories — there was very little plot to "Nanook" and "Over the Hill." And there's very little plot in "Rain" and "The Show-Off" and "Lightnin'" and other striking stage successes. But there is life, the kind that gets home, in appeal; and the telling of which rings true.

We could go on easily enough with other thoughts on this same subject; but for lack of space we pass to an important and practical point.

If Mr. Griffith has hit the box-office angle in this picture then a wide vista is opened up in the way of story material for producers sincere enough and able enough to paint life upon the screen. This material will embrace not merely the work of some great authors still unknown to the screen today but also many a bit of life in an unheralded short story, and still more to be created directly for the screen, by our best modern authors, for instance.

And in this connection we wonder if when these "different" pictures come along exhibitors will take pains — extra pains, to find out just how their audiences feel about them in comparison with other pictures. That's highly important. No picture is advancing these days. There are new kinds of pictures right along. It is wisdom to find out their appeal.

C. S. Johnston

PICTURES AND PEOPLE

Evelyn Brent, new F. B. O. star, whose next picture will be "Midnight Molly", is photographed in her new Spanish shawl.

A photo of Frances Howard, featured in "The Swan" (Paramount), which will be reproduced on $4,250,000,000 of the N. Y. A. Christmas Seals.

GRIFFITH'S NEWEST A MASTERPIECE

"ISN'T Life Wonderful?" is Griffith in a new mood and a great mood. The Germany of the starvation years following the War is the background, and, in a certain sense, the theme. The implements of dramatic art are of the simplest: a small group of characters, and a climax that turns upon what happens to a carload of potatoes.

Through the picture stalks one of the great, primary human emotions—Hunger. The fight of the Polish family, driven to a German village in the aftermath of the Great War, is an incessant battle against starvation. Food becomes the chief factor in life—the absence of it dominant in the commonplace of existence.

"Isn't Life Wonderful?" is different from any other of Mr. Griffith's films. Stamped with a humanness and a reality that reach a new mark and set a new record. He has summoned all the pathos at his command and put it on the screen with compelling force. Yet there is humor, too. The antics of absent-minded professor as he strives to fit himself into a situation utterly foreign to him; the dinner scene wherein the whole family sits down to a square meal, and the natural celebration that follows and precedes; generosity; gratitude, and a spirit of hopefulness and optimism—all three are bound up together in a picture of life.

Some will say there is no story in this picture; and they will be right if by "story" they mean something theatrical, leaping in and out of melodrama or artificial situations. But, as one critic has already pointed out, the story is the biggest of all stories—life itself, with its romances and its despairs and the unconquerable will to go on, no matter what happens. That's life—and the picture on the screen is in perfect keeping with it.

Mr. Griffith in this picture sticks with rugged determination to life as it it. It may all be summed up by saying that he took his players, put his camera on his shoulder, went over to the German

Rex Ingram, in Europe to film "Mare Nostrum" (Metro-Goldwyn) confers with the author, Ibanez, on its production.

Alberta Vaughn, who has been signed by B. P. Schulberg to appear in feature productions, after a promising beginning in comedy.

Norma Shearer, who has appeared recently in "He Who Gets Slapped" (Metro-Goldwyn), and who has just returned to the Coast.

Marcus Loew, president of Loew's Inc., and Metro-Goldwyn, addresses the many employes of the Metro-Goldwyn-Mayer studios at Culver City, while on his annual trip of inspection.

Painting of Marion Davies, Cosmopolitan star, by Mikol Schattenstein, accepted by the National Academy of Design for exhibition. (International Newsreel Photo).

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EDWARD WHITE COLLECTION
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All set for a record season: First National men at the recent district Sales conference in Chicago; bottom row, left to right: C. W. Bunn, New York; G. L. Sears and W. W. Brumberg, Chicago; Russell McLean, St. Louis; V. O. Hyerle, Kansas City; L. E. Davis, Minneapolis; second row, seated: L. A. Lucas, Minneapolis; E. F. Filton, Des Moines; Elmer Rhodin, Kansas City; District Manager H. C. Seery; Harry Weiss, St. Louis; C. E. Bond, Chicago; H. Fitzgerald, Milwaukee; L. J. McCarthy, Omaha; third row standing:—L. H. Nelson, Omar L. Cook, F. R. Gilliam, W. E. Cook, Carl Lesserman, J. N. Howland, W. C. Brimmer, Chicago; S. J. Willett, Milwaukee; top row: Earl Silverman, Jack Schwartz, Chicago; J. L. Abrose, Omaha; C. A. Pratt, Des Moines; L. J. Roma, St. Louis.

village and photographed the realities of life. The place to film a great story is where the story is. That is what he did—and the result is the most human picture we have ever seen—human in its pathos and its depressing moments, as well as in its moonlit romance. Entertainment? Not in the ordinary sense. But if the public wants life on the screen, here it is—in bountiful measure.

The original title of this picture was "Dawn." And if the box-office accepts the picture, that is just what it will be for this industry—"dawn." A new kind of picture—the dawn of a new day in production: pictures of life—big in theme, human, sincere, genuinely artistic, and great with a new kind of greatness.

ITALY INVADES

AN Italian film company is soon to begin work in the land of the box-office. Its first picture, called "Peppina," will be made at an uptown studio, with well-known Italian players in the cast.

KULTURE AND KINEMAS

GERMANY has gone in for higher movies. According to a Berlin news despatch German academic authorities for the first time have awarded official recognition to the motion picture as a proper object for serious study. In the Lessing and Humboldt high schools, lectures will be given this semester on the film. Leading directors will speak on dramaturgy, managers of some of the largest concerns will discuss the film business, and technical experts are to explain the production end.

There are American universities that have already taken up the study of the screen and camera—and others will soon adopt the technique of the motion picture as one of the courses. In due time the scoffers will be silenced when the evidence becomes overwhelming that the motion picture constitutes one of the higher arts.

INCLUDING THE SCANDINAVIAN

THAT old war-cry—"Including the Scandinavian"—came into its own concerning the reception of Gloria Swanson's picture "The Humming Bird," in Christiania, Norway. The Admiral Palads theatre had the honor of entertaining the king and queen of Norway twice during the seven weeks' engagement, and the list of patrons who saw the picture included a large number of notables from the social and governmental circles of the Norweigian capital.

CROSSWORDS BROUGHT CROWDS

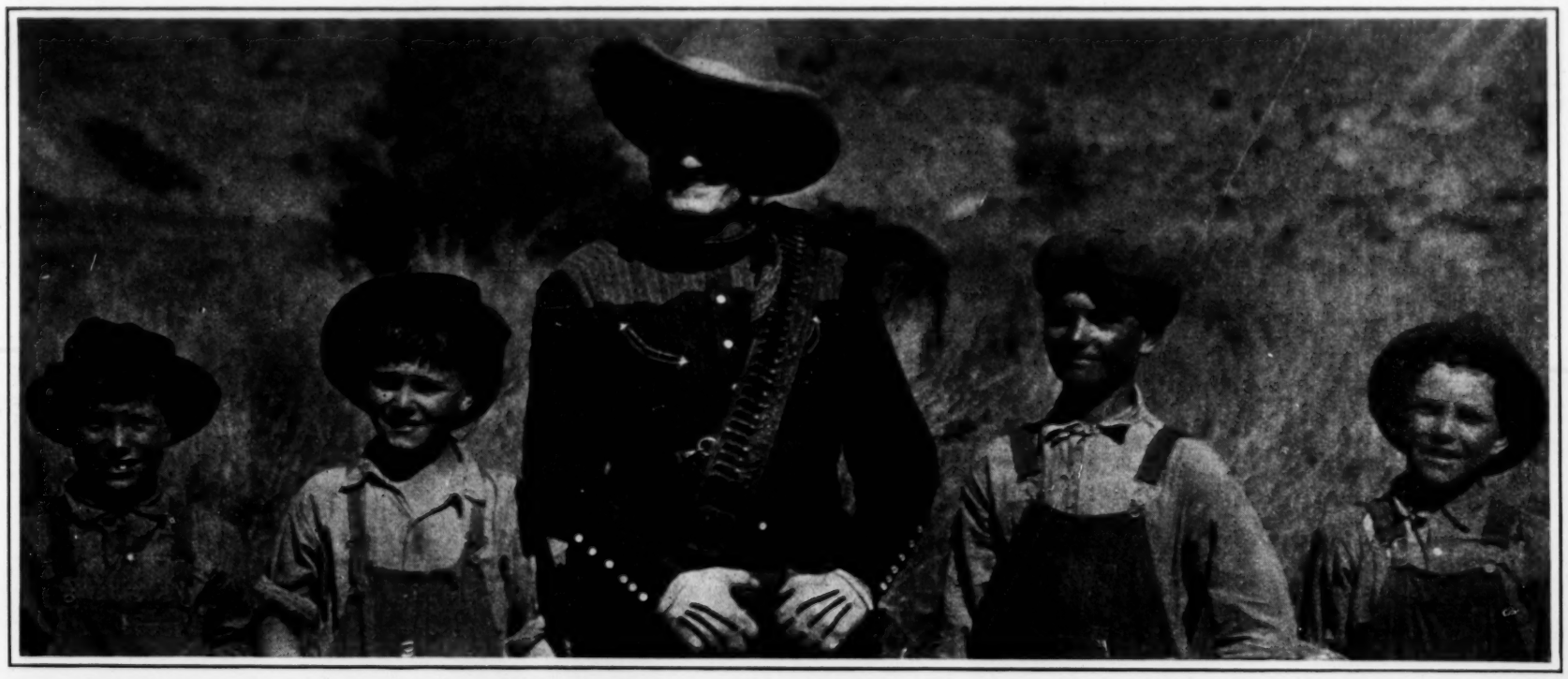
JACK FULD, exploiter extraordinary, is back on the job after being laid up with a painful injury to his foot. Jack used some very clever exploitation ideas for "The Siren of Seville," during its Broadway run at the Piccadilly Theatre last week. One of these stunts was a crossword puzzle, and it attracted a lot of attention.

BROOKLYN TAKES THE AIR

THE air grows busier and busier every day, as the number of picture theatres going in for radio broadcasting increases. The latest addition to the field is the Brooklyn Mark Strand theatre, which has opened its own broadcasting studio and put its first program on the air under the supervision of Edward L. Hyman, managing director of the theatre.

SALVAGING THE RELICS

SHADES OF DELMONICO'S! The great crystal chandelier which used to decorate the ballroom of the famous restaurant before it passed out of existence has become the property of Famous Players. The erstwhile patrons of Delmonico's will doubtless recognize it when they see it hanging in the ballroom scene of "The Swan."



None of these youngsters has ever seen a railroad or a locomotive, but when Tom Mix came to Zion Canyon to film scenes for "The Deadwood Coach" (Fox) they recognized him at once. Here they are having the thrill of their lives being photographed with their favorite.

Isn't Life Wonderful?

(D. W. Griffith-United Artists—Eight Reels)

(Reviewed by Oscar Cooper)

ELSEWHERE in this issue appears detailed comment on this picture, which sets a new mark in production. It is a distinct innovation, unlike most of Griffith's works. He has departed from the era of big sets and crashing climaxes, eliminated storms and ice-jams and rides-to-the-rescue, and told a simple, compelling human story about the privations of a family of Polish refugees in a German village.

For the most part, the mood is sombre and in the key of pathos. The comedy moments are interspersed skillfully, but the prevailing tone is one of near tragedy, relieved by the optimism of youth. There is a splendid romance, with Carol Dempster and Neil Hamilton as the central figures, and this is worked out with all of the genius Griffith has displayed many times before.

The picture is remarkable in many ways. The atmosphere is perfect, because the exterior scenes were filmed on the actual locations in Germany. It is evident that both director and cast literally lived the life of the village while they were in it. The players are without exception, in absolute key with the story. Miss Dempster gives one of the finest performances ever seen on the screen, and Hamilton is a close second in the excellence of his work. Erville Alderson, as the old Professor, does a splendid character portrayal. Lupino Lane contributes comedy-relief as the strolling player. Helen Lowell, in the role of the grandmother, also deserves great credit. The other principals complete a typical Griffith cast. The acting, as a whole, is far above the average.

Stressing characterization, rather than the mechanics of plot, Griffith has contrived to tell an extremely human story in a very human way. There is a total absence of "hokum."

THEME. A "real life" drama of the struggles of a refugee family during the starvation years in Germany, with a strong vein of romance showing the battle of two lovers to gain food and shelter so that they may marry.

PRODUCTION HIGHLIGHTS. The remarkable acting, especially by Miss Dempster and Mr. Hamilton. The food riots in Germany. The potato-cart sequence, in which the hungry workers rob the lovers of their supply of food. The natural atmosphere, gained by filming actual locations. Typical Griffith lighting and "touches." The dinner scene, wherein the family has its first square meal in months—one of the most life-like things ever put on the screen.

DIRECTION. Sets a new mark for other directors to shoot at. Nothing has been left undone to drive home the human story.

EXPLOITATION ANGLES. First, Griffith with a new kind of picture that is bound to create a lot of discussion. Second, the great cast. Third, actual scenes in Germany, with emphasis on food riots and the fight against starvation. Fourth, the love story.

DRAWING POWER. It is "different." The word "entertainment" does not describe it.

SUMMARY. A vivid human document. Real life on the screen. Not a story in the ordinary sense—but the greatest of all stories—life itself. No compromise with the facts of everyday existence. Sordid poverty contrasted with moonlit romance. As a whole, a work of art that comes very near being the finest Griffith has ever done.

THE CAST

Inga.....Carol Dempster
Hans, son of Professor.....Neil Hamilton
Grandmother.....Helen Lowell
The Professor.....Erville Alderson
The Brother.....Frank Puglia
The Aunt.....Marcia Harris
Strolling Player.....Lupino Lane

Personally directed by Mr. Griffith from the story by Major Geoffrey Moss, of the British Army.

SYNOPSIS. A Polish family, driven to Germany in war's aftermath, fights for bare existence. Inga and Hans cannot marry unless they get shelter and food to sustain them. Hans raises potatoes, and together they go to bring home the little crop in a cart. They are attacked and robbed by a band of hungry workers, made beasts by years of war and hunger. But the lovers still have each other and they are undismayed.

FILM REVIEWS

ISN'T LIFE WONDERFUL!

D. W. Griffith Production present by Inter-Ocean, story of Major Geoffrey Moss, directed by D. W. Griffith. Cast [illegible] Hamilton [illegible] at the Rivoli this week. [illegible]

[illegible]	Carol Dempster
[illegible]	Neil Hamilton
[illegible]	Helen Lowell
[illegible]	Erville Alderson
[illegible]	Frank Puglia
[illegible]	Marcia Harris
[illegible]	Lupino Lane
[illegible]	Paul Weigel
[illegible]	Lionel Barrymore

D. W. Griffith again comes to the fore with the unusual on the screen in "Isn't Life Wonderful" at the Rivoli this week. Just as his "Broken Blossoms" was a departure from the usual picture fare, so also is this present film.

It is a picture that has something more uplifting in than the mere idea of entertainment. It should in an extent give the American public an insight into the lives of the simpler German folk and their sufferings as a result of the great war's aftermath.

Whether or not the picture will be a box office success is another question. On hand it seems doubtful if the story will have sufficient appeal to make it a record breaking money venture.

The story is too realistic. It is a page turn from life. Those who care about "the finer things in pictures" may not come to the box office in sufficient numbers to offset the out and out fans who will stay away. After all the latter are the ones to be catered to. Fans like naught but the sweetened pap fed to them day after day on the screens of the country.

One point about this story should be pointed out immediately before some rabid anti-German jumps to the fore, proclaiming it another example of German propaganda. That is the fact that Major Goeffrey Moss, the author, is of the British army. In itself that should be sufficient to still those who might shout "propaganda."

This is the picture that Griffith shot partly in Germany and partly in this country. Griffith's handling of the theme is little short of wonderful. His composition in mass scenes as well in those with but few characters is in line with the best he has ever done. The photography at times shows some remarkable shots. There is one thing about this work of the master director and that is that he has held to his idea that a story can be told with but few principals; also that he has kept his love theme in the foreground.

It is of the privations and struggles of a German family following the war and the collapse of the German exchange. A tale at once gripping and interesting though heart rending and depressing.

A German professor is impoverished. He and his family have been driven from their home. They are in Berlin. One son is studying and working as a waiter in a night club, the other laboring in the shipyards until his strength, weakened through the war, fails him.

The entire family is living in two rooms, eating a potato each a day.

Their final working out of an idea with the one son cultivating a potato patch, his building of a one-room house on alotted ground so that he may marry and finally, when the crop is harvested by himself and his bride-to-be so that the family may have enough to live on and the two youngsters can marry, they are set upon by robbers on their way home with their cart of food and stripped of it all.

And in the finish it's the girl that says, "I still have you, so isn't life wonderful."

Carol Dempster and Neil Hamilton are featured as the lovers. Miss Dempster does work of which she may well be proud. As for Hamilton his characterization ranks with anything that he has done in this particular line.

The support has Helen Lowell and Marcia Harris in two character roles, both women scoring terrifically. Erville Alderson as the aged professor likewise delivers a characterization that is a gem.

But to Lupino Lane must go the honors for several laugh bits. He virtually makes his feet and legs do [illegible]mic grimaces before the camera [illegible] just howl at

[illegible] "Isn't Life [illegible]

174

EXPORT IMPORT

TRANSOCEAN-FILM-CO. G.M.B.H.

LONDON — ZÜRICH — NEW YORK — BERLIN

BANKKONTO: S. KAUFMANN & CO. BERLIN W.8, UNTER DEN LINDEN 19
POSTSCHECKKONTO: BERLIN NW 7 Nr 73005
A.B.C. CODE 5TH ED. · BENTLEY'S CODE · CINEMA CODE
TELEGRAMME: TRANSOFILM · FERNSPRECHER: LÜTZOW 1995

BERLIN SW 48
Friedrichstraße 225

MWW 16th December 1924

Messrs,
D.W.Griffith Inc;
1476, Broadway,
NEW YORK CITY, U.S.A.,

Gentlemen:

We beg to acknowledge receipt of your cable of the 11th inst., reading:

"Where is our copy whiterose contract finland regards - greygrif"

and in reply we cabled you on the 12th inst., as per copy attached hereto.

We handed over a copy of this contract together with the license due in respect of same, to your Mr. Epping during his visit to Berlin.

For your information, however, we enclose herewith a copy in German of our conditions of monopoly and delivery and a copy of our German confirmation of sale and Mr. Adams acknowledment of same, together with English translations.

Yours very truly,

Transocean Film Co.
G.m.b.H.

6 Encs:
1 cable confirmation
1 German contract
1 German confirmation
1 English transl of confirmation
1 German acknowledgment
1 English transl of acknowledgment

124

December 16, 1934

Mr. Robert A. White
111 Broadway
New York City

Dear Sir:

I am handing you herewith proposed agreement relating to the Griffith Studio property at Orients Point, Shamrock, New York.

This contract is being given to you so that you may have the first opportunity to endeavor to effect a sale thereof, and due to the fact that there are a few o other propositions with regard to this property that are now pending and being negotiated, it will be necessary for us to have prompt action from you and your parties on this contract. Will you, therefore, let us have your parties' decision and action on this contract not later than Friday of this week?

Very truly yours,

HR:AC
Enc

MEMBER FEDERAL RESERVE SYSTEM

GEORGE M. DAVISON, PRESIDENT
VICE PRESIDENTS
FRED D. WOLF E. LIBERT
J. V. D. WATSON S. R. BANNER
J. V. D. WATSON S. R. WRIGHT
F. J. FULLER R. A. HUNTER
ROGER WHITTLESEY
H. FERGUSSON, VICE PRES. & SEC.
H. M. MYRICK, TREASURER

CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

ESTABLISHED 1887

80 BROADWAY

NEW YORK

December 15, 1924.

J. G. Epping, Esq., Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that we received from the United Artists Corporation, checks aggregating $15,000, which amount we have applied on account of your interest bearing note with this Company, leaving a balance of $59,011.63.

Very truly yours,

C. E. Sigler,
Assistant Secretary.

WHS:MC
Banking

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN B. PERRY
ARTHUR VAN BRUNT
HENRY L. BOON
ALBERT STICKNEY
DERBY BOSWORTH
NICHOLAS BELLEY
DONALD S. MUNDEMAN
STEWART M. RATHBUN
T. C. P. MARTIN
JAMES L. BANNO, JR.

CABLE ADDRESS LARRIPERY NEW YORK

Central Union Trust Company Building

30 Broadway, New York

December 16, 1924.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf: Re: D.W. Griffith, Inc.

I again call your attention to the assignments of the photoplay "Dawn", now known as "Isn't Life Wonderful", which you stated in your last letter would be delivered within a day or two.

Very truly yours,

DCM/MF

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by Central Union Trust Company of the City and State of New York, receipt whereof is hereby acknowledged, it does hereby sell, assign, transfer and set over unto the said Central Union Trust Company its successors and assigns, the negative and positive prints of the feature photoplay known by the working title "DAWN" (now known as "ISN'T LIFE WONDERFUL") and also all sums of money now due or to become due on account of any contracts, agreements or leases now or hereafter to be made for the leasing, sale, distribution and/or exhibition of said photoplay now had or hereafter to be had with any person, firm or corporation in the United States, its possessions and/or any foreign country.

And the undersigned further agrees to forthwith deliver the negatives and prints of the said photoplay to the said Central Union Trust Company at its storage compartment #1 in the fire-proof concrete vault situated on the Studio premises of the undersigned at Orienta Point, Mamaroneck, New York.

The undersigned further agrees that it will forthwith mark or cause to be marked the ledgers and/or any other books of account or records wherein reference is made to the photoplay "DAWN" (now known as ISN'T LIFE WONDERFUL) or any contracts, leases or agreements for the sale, leasing, distribution and/or exhibition thereof, a statement in substance as follows:

> "The negative and prints of this photoplay, together with all contracts and agreements for the leasing, exhibition or distribution thereof and the proceeds and all moneys received or to be received therefrom are the property of Central Union Trust Company under an assignment made to said Central Union Trust Company by D.W.Griffith, Incorporated dated 16th day of December 1924."

It is understood that this assignment is subject to all the terms and conditions of a certain agreement made and entered into by and between DAVID W. GRIFFITH and D.W.GRIFFITH, INCORPORATED as parties of the first part and MAYER TRUST COMPANY as party of the second part dated July 1st 1924, and also any right, title or interest which the Famous Players-Lasky Corporation may have in and to said photoplay pursuant to a certain agreement dated the 10th day of June, 1924 made and entered into between David W. Griffith and D.W. Griffith Incorporated and Famous Players-Lasky Corporation.

This assignment is also subject to a certain assignment made to J. C. Epping under date of the 17th day of October 1924 of the negative and positive prints of the feature photoplay now known as ISN'T LIFE WONDERFUL as well as all sums of money now due, or to grow due on account of the sale, leasing, distribution and/or exhibition of said photoplay.

IN WITNESS WHEREOF, D.W.GRIFFITH, INCORPORATED has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed this 16th day of December 1924

(Seal

D.W.GRIFFITH, INCORPORATED.

By J. C. Epping
Sec.

CITY, COUNTY AND)
STATE OF NEW YORK.) SS.:

On this 16th day of December 1924, before me personally came J. C. Epping to me known, who, being by me duly sworn, did depose and say that he resided in the County of Queens, State of New York, that he is the Secretary of D.W.GRIFFITH INCORPORATED, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

ROBERT C. RICHTER
NOTARY PUBLIC, Nassau County
Certificate filed in New York County
New York County Clerk's No. 333
New York County Register's No. 6310
Commission expires March 30, 1926

December
Sixteenth
1 9 2 4

John R. Fordyce, Esq.,
Hot Springs National Park,
Arkansas.

Dear Mr Fordyce:

Mr Griffith directs me to acknowledge your letter of the eleventh instant, and to express his appreciation of your courtesy in calling to his attention of the De Soto expedition as a possibility for screen production.

Unfortunately Mr Griffith's contracts are such that he is unable to consider any new material for some time, and I hardly think it would be fair to yourself to wait until such time as he would be in a position to determine whether or not he could use your material. Many of the large reputable producing organizations employ the services of several directors at a time and make a number of pictures each year; and I feel sure, if your material is suitable for the screen, you would have no trouble in interesting one of them.

Yours respectfully,

Personal Representative
of Mr Griffith.

Hotel Astor

TIMES SQUARE

New York

FREUD A. MUSCHENHEIM

This is the list that
Major Moss made
his change from.
He should have used list
dated Dec 16/25

Manufacturers Trust Company

MEMBER FEDERAL RESERVE SYSTEM
PRINCIPAL OFFICE: 120 BROADWAY, NEW YORK, N.Y.

513 FIFTH AVENUE CORNER 43RD STREET

December 17, 1924.

Mr. Albert H. Grey, President,
G. & H. Pictures Corporation,
1476 Broadway, New York City.

My dear Mr. Grey:

I have before me your letter of December 12th, addressed to Mr. Blackford, regarding a loan carried by us for your account.

The matter has been submitted to our Executive Committee and I am now asked to say that, in view of the extreme slowness in the liquidation of this loan, our Committee would like you to make a payment of $5,000. on account of this note at its maturity on January 2d.

Very truly yours,

H.C. Von Elm
Vice-President.

P. A. POWERS
724 SEVENTH AVE.
NEW YORK

Dec. 17, 1924

D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Sirs:

I received on December 15th from the Central Union Trust Company a check from the United Artists Corporation to the order of P. A. Powers in the sum of $5,000.

You understand, of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Very truly yours,

N. B. Levy

Secretary to Mr. Powers

L:D

New York Office,
December 17, 1924.

Bankers Trust Company,
42nd Street & Fifth Ave.,
New York City.

Gentlemen:

Please note the following changes of my previous instructions regarding the European Drafts:

Change the draft of Miss Bunbiger from $15 to $20 a month.

Change the draft of Mrs. Michold from $65 to 75 a month.

Do not send any further drafts to Mrs. Stockenius.

Very truly yours,

JOHN J. CONROY
COUNSELOR AT LAW
52 UNION SQUARE
NEW YORK

TELEPHONE STUYVESANT 1921

12/17/24

RE CLAIM OF
JOHN T. STANLEY CO INC
$110.55

Mr. L. W. Griffith,
Mamaroneck, NY

Dear Sir:-

My letter of the 1st remains unanswered.

Unless I receive a satisfactory reply within three days from date, legal action will be instituted, and you will only have your own lack of good judgment to blame for any unpleasant and unprofitable proceedings that may fellow.

Yours very truly,

John J. Conroy

FB:B
encl

97

December 19th 1924.

Mr. D.C.Muhleman,
60 Broadway,
New York City.

Dear Mr. Muhleman:

I enclose herewith copies of assignments in re "ISN'T LIFE WONDERFUL".

Thanking you for your patience and courtesies, I remain

Very truly yours,

B/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LARRIN, RATHBONE & PERRY

ALBERT RATHBONE
ADRIAN H. LARRIN
JOHN H. PERRY
ARTHUR H. VAN BRUNT
HENRY V. MOOR
ALBERT ATTERBURY
HERBERT WASHBURN
NICHOLAS KELLEY
DONALD S. MUNSEMAN
STEWART M. BETHOUR
F. J. P. MARTIN
JAMES L. BANSHAF, JR.

CABLE ADDRESS "LARRIPERY" NEW YORK

Central Union Trust Company Building

80 Broadway, New York

December 19, 1924.

Mr. A.H.T. Banshaf,
130 West 42nd Street,
New York City.

Dear Mr. Banshaf: Re: D.W. GRIFFITH, INC.

I have your letter of this date enclosing assignments to Central Union Trust Co. and P.A. Powers of the photoplay "ISN'T LIFE WONDERFUL", executed by the above company, for which please accept my thanks. I am delivering these assignments to the Trust Company for deposit under the above loan.

Will you kindly advise me whether the negatives of this photoplay have been delivered to the vault at Mamaroneck, leased by the Trust Company.

With the Season's Greetings,

Very truly yours,

DCM/MF

TELEPHONE
BRYANT 1626
CABLE ADDRESS
MEDALFILMS, NEW YORK

FREDERICK H. KNOWLES, PRESIDENT

DISTRIBUTING OFFICES IN
CUBA
PORTO RICO
SANTO DOMINGO
VENEZUELA

MEDAL FILM CO. INC.

DISTRIBUTORS OF AMERICAN PICTURES

1476 BROADWAY, NEW YORK

74

Dec. 26, 1924.

Mr. Albert H. T. Hanaraf,
130 West 42nd Street,
New York City.

Dr. Sir:-

We took note of contents of your letter of the 2nd inst. and in accordance with our understanding the print of "INTOLERANCE" which we received under our agreement dated April 9, 1919 with Saens & Mai will be destroyed on the writer's next trip to the West Indies in February of next year. An affidavit as to such destruction will then be sent to you.

Yours very truly

Medal Film Co., Inc.,

F. H. Knowles
President

FHK/K

D. W. GRIFFITH, President
A. L. GREY, Vice-President

A. H. T. RANZHOF, Secretary
J. G. EPPING, Treasurer

D. W. GRIFFITH INCORPORATED

STUDIOS AND LABORATORIES
ORIENTA POINT
MAMARONECK, N. Y.

TELEPHONE
MAMARONECK 1190

December 20th 1924.

Report of laboratory work done during week.

	Tests	Releases	Samples	Negatives.
One Exciting Night		8873		
The White Rose		7879		
Way Down East		153		
Birth of A Nation		6461		
Is'nt Life Wonderful		17372		
Dream Street		1164		
The Love Flower		7493		
	0	49395	0	0

Eastman Stock

Positive - 49,395

EMMET, FOX & CAME
COUNSELLORS AT LAW
25 WEST 43RD STREET
NEW YORK

December 21, 1923.

Albert L. Gray, Esq.,
Vice-President U. H. Griffith, Inc.,
303 Longacre Bldg.,
New York City.

Dear Mr. Gray:-

Your letter addressed to my client, Mr. Samuel Z. Jacobs, has been handed to me for reply.

We have received from "One Exciting Night" $19,880.74 and in addition a draft for $11,032.32 in Belgian francs which you endorsed the other day. The Bank has not yet notified Mr. Jacobs of the exact amount of this draft in American dollars. As soon as I hear I will let you know.

I am waiting to see you here to go over the general situation in this matter.

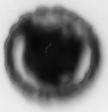
Very truly yours,

David J. Fox.

151 Short
11/17/23 Cuba

DJF:DB.

FIRST NATIONAL PRODUCTIONS
CORPORATION
627 EAST 175TH STREET
NEW YORK



December
22, 1924

Mr.J.C.Epping,Treas.,
D.W.Griffith Inc.,
1476 Broadway,
New York City

My dear Mr. Epping:

Herewith enclosed is Miss Bruce's salary check in the amount of $200.00 for the week ended December 20,1924.

Very truly yours,

H. H. Bruenner

(H.H.Bruenner)
Assistant Production Manager.

HHB-D.
Encs.

December 28, 1934

Mr. D. C. Muhleman
60 Broadway
New York City

Re: D. W. Griffith, Inc.

Dear Sir:

Replying to your favor of the 19th instant, I wish to advise that the negatives of the photoplay "IT'S A WONDERFUL" have been delivered to the vault at the studio lease, to the Central Union Trust Company.

Very truly yours,

RR:AC

#76

United Artists Corporation
729 Seventh Avenue
New York

Office of General Manager

December 22nd
19 34

Mr. A. H. T. Banshaf
130 West 42nd Street
New York City

Dear Mr. Banshaf:

RE: COPYRIGHT CERTIFICATES FOR "INTOLERANCE"
(FALL OF BABYLON AND MOTHER AND THE LAW)

We are enclosing copy of letter received from our Far East office dated November 29th with reference to copyright certificates on INTOLERANCE.

We also enclose copy of our letter to you of October 10th relative to this picture.

It is evident that the copyright for INTOLERANCE will not protect us on THE FALL OF BABYLON and MOTHER AND THE LAW unless it is specifically set forth in an affidavit or further copyrights that the copyright on INTOLERANCE also covers these two pictures.

Inasmuch as there is now a pirated print on THE FALL OB BABYLON in Japan which may be exhibited at any time, we wish you would forward certificate to cover this subject as quickly as possible.

Please advise us of your action in this matter.

Very truly yours,

UNITED ARTISTS CORPORATION

Mortford S. Steele

Foreign Sales Manager

MSS:P
Enc.

142191
735.60

P. A. POWERS
729 SEVENTH AVE.
NEW YORK

Dec. 23, 1924

D. W. Griffith, Inc.
1476 Broadway
New York City

Dear Sirs:

I received yesterday from the Central Union Trust Company a check from the United Artists Corporation to the order of P. A. Powers in the sum of $5,000.

You understand, of course, that the above amount is received without prejudice to any of Mr. Powers' rights in his loan agreement or on account of the obligations due to him from the Griffith Company and Mr. Griffith, and is not to be considered as a waiver of any part thereof.

Very truly yours,

N. B. Levy
Secretary to Mr. Powers

L:D

CENTRAL UNION TRUST COMPANY of NEW YORK

80 Broadway, New York

December 23, 1924.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Dear Sirs:

You will please take notice that D. W. Griffith, Inc., has assigned to this Company, as additional collateral to a loan, the negative and prints of the photoplay "DAWN", now known as "ISN'T LIFE WONDERFUL", together with all moneys now due or to become due on account of any contracts, agreements or leases, now or hereafter to be made for the leasing, sale, distribution and/or exhibition of the said photoplay, now had or hereafter to be had with any person, firm or corporation, in the United States, its possessions and/or any foreign country, subject only to the interest which you may have therein under an agreement dated June 10, 1924, between David W. Griffith, D. W. Griffith, Inc. and your company, and the interest which Empire Trust Company may have therein, in accordance with an agreement dated July 1, 1924, between David W. Griffith, D. W. Griffith, Inc. and Empire Trust Company. After the liquidation of such designated interests, the balance is to be paid over to this Company, subject to a certain agreement with J. C. Epping, by D. W. Griffith, Inc., dated October 17, 1924.

Will you kindly send us a detailed statement showing your interests in this photoplay, and the proceeds received and to be received therefrom.

Very truly yours,

C. R. Berrien

Vice-President.

COPY

Form 1228A

Charge to the account of D. W. Griffith, Inc., #1107 Longacre Bldg.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 24, 1924.

Morris Gest,
Princess Theatre,
West 39th Street, New York.

May the bells tinkle for you at least a little while during the holidays and may their echoes sound success.

D. W. Griffith.

Form 1228A

Charge to the account of D. W. Griffith, Inc., #1107 Longacre Bldg.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 24, 1924.

Jesse L. Lasky,
485 Fifth Avenue,
New York City.

Very best wishes for this Christmas and the new year

D. W. Griffith.

Form 1228A

Charge to the account of D. W. Griffith, Inc., 1107 Longacre Building.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 24, 1924.

Walter Howey,
c/o Daily Mirror,
155 Frankfort Street,
New York City.

Think I should have had a better Christmas and New Years too if I had listened to your advise concerning Isn't Life Wonderful but I thought you were over enthusiastic however my sorrow doesn't keep me from wishing you a happy Christmas and a good New Year

D. W. Griffith.

Form 1228A

Charge to the account of D. W. Griffith, Inc., 1107 Longacre Building.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 24, 1924.

Harry Carr,
c/o Los Angeles Times,
Los Angeles, California.

Best wishes that the good ideas are as free and ready as usual for this Christmas and the New Year.

D. W. Griffith.

POSTAL TELEGRAPH — COMMERCIAL CABLES

RECEIVED AT
104 WEST 40th ST.,
NEW YORK CITY
TELEPHONE, BRYANT 7900-0944

TELEGRAM

DELIVERY NO.

This is a fast Telegram unless otherwise indicated by a symbol after the number of words: "Blue" (Day Letter) "N.L." (Night Letter) "Nite" (Night Telegram) "Nite" (Night Letter)
STANDARD TIME PREVAILS ON THIS MESSAGE

19/NITWO DF 19

FR NYU DEC 24 1924

U W GRIFFITHS FITZGERALD BLDG NYU

BEST WISHES FOR A MERRY XMAS AND A HAPPY AND PROSPEROUS NEW YEAR

Mamie Geal

LAW OFFICES
CHARLES FISCHER
[illegible] FIFTH AVENUE
NEW YORK
TELEPHONE [illegible]

Campbell

December 24, 1924.

D.W. Griffith Inc., et al
1475 Broadway,
New York City, N.Y.

IN RE: Merchants Fol.#65011-1/2,
E.P.$82.06

Gentlemen:

My client the Merchants Fire Assurance Corp., has referred to me for attention claim on the above policy for $82.06. This policy was issued to cover the film, "America", and ran from August 6th, 1924, to September 1st, 1924. Your broker was Gascoigne Reid Co. Inc., of 5 E 44th Street.

Before taking legal action against you for the collection of this claim, I am calling same to your attention, as perhaps it has been overlooked by you. Will you kindly look into same and advise me.

Very truly yours,

Charles Fischer

R.

P. A. POWERS

729 Seventh Avenue

New York

Dec. 24, 1924.

Famous Players-Lasky Corporation
485 Fifth Avenue,
New York City.

Dear Sirs:

You will please take notice that D. W. Griffith, Inc. has assigned to me, as additional collateral to a loan, the negative and prints of the photoplay "DAWN", now known as "ISN'T LIFE WONDERFUL", together with all moneys now due or to become due on account of any contracts, agreements or leases, now or hereafter to be made for the leasing, sale, distribution and/or exhibition of the said photoplay, now had or hereafter to be had with any person, firm or corporation, in the United States, its possessions and/or any foreign country, subject only to the interest which you may have therein under an agreement dated June 10, 1924, between David W. Griffith, D. W. Griffith, Inc. and your Company, and the interest which Empire Trust Company may have therein, in accordance with an agreement dated July 1, 1924, between David W. Griffith, D. W. Griffith, Inc. and Empire Trust Company. After the liquidation of such designated interests, the balance is to be paid over to me, subject to a certain agreement with J. C. Epping, by D. W. Griffith, Inc. dated October 17, 1924, and also subject to an agreement by that company with Central Union Trust Company of New York, dated December 16, 1924.

Will you kindly send me a detailed statement showing your interest in this photoplay, and the proceeds received and to be received therefrom.

Very truly yours,

P. A. POWERS

MOTION PICTURE PRODUCERS & DISTRIBUTORS OF AMERICA, INC.
469 522 FIFTH AVENUE
NEW YORK CITY

149

WILL H. HAYS
PRESIDENT
CHESTLAND SMITH
SECRETARY

OFFICE OF THE PRESIDENT

December 24, 1924.

Mr. D. W. Griffith,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Mr. Griffith:

Enclosed are the following:

(1) Copy of letter from Dr. P. C. Clemenson which is self-explanatory. Dr. Clemenson is a physician of Chicago, at present in Denmark.

(2) Copy of original office memorandum from Mr. O'Neill relative to a travelogue.

To those members who were at the Board meeting on Monday, copies of these were given. They are forwarded to each of our members now that they may note the contents, in the event that contents might possibly be of some interest.

With very kind regards, I am

Sincerely yours,

Will H. Hays

DR. PETER C. CLEMENSEN

Gothersgade 20
Copenhagen, Denmark.

November 12, 1924.

Hon. Will H. Hays,
522 Fifth Avenue,
New York City.

Dear Mr. Hays:

Mr. Olaf Fonss is a Dane by birth and his biography is given in the volume which I left with you. He is the son-in-law of the Methodist Bishop of Northern Europe. Mr. Fonss is an actor, and was Director of the Northern Film Company of Denmark as long as it existed. During the latter years of the war he was engaged by the Deutsche Bioskop-Gesellschaft, which is a film company in Germany, both in Berlin and in Vienna as an actor and a director in various films.

After the war he returned to Denmark but due to the fact that the Danish Conservatives had gone out of power, allowing the Socialists to run the government and shoulder the responsibility of the depreciated currency, he found that the Socialists had appointed a woman as Minister of Education and one day she fired the Director of the Royal Theatre and told him she had no further use for him, that he was only an ornament. As Mr. Fonss belonged to the Conservative party he lost his chance to re-establish himself at the theatre and for the past year he has been unemployed.

He is a brilliant director and is very anxious to get some employment in the United States with some of the film companies. He is a man of very high moral character, and speaks English, Danish and French.

Sincerely yours,

(Signed) Peter C. Clemensen.

MUSEUM OF MODERN ART FILM LIBRARY

Nov. 24, 1924.

MEMORANDUM TO MR. HAYS.

Saturday afternoon I had a private showing of a very remarkable travel and adventure picture in which some member might possibly find an interest.

It deals with the annual migration of a tribe of Aryans from one part of Persia to another part. The general location ---the interior of Persia---is supposed by historians to be the birth-place of the white race.

There are 50,000 people in this tribe and they live altogether upon their animals---their goats, cows, chickens, etc. And for these animals' sustenance there must be a constant supply of grass. At certain seasons of the year the grass in one region disappears. Then the tribe must migrate to another region and embark on a journey which lasts about 50 days.

In the picture we see the whole 50,000 crossing a deep, ice-cold river with a current racing 20 miles an hour. The crossing scenes in "The Covered Wagon" are very mild and tame compared to these. The Aryans make rafts which are supported by blown-up goat-skins. On these they place their families and the younger and weaker animals, while the stronger animals such as cows, horses, donkeys, etc.--- and the men themselves--- swim the river.

Having progressed that far, they then are obliged to cross an almost vertical mountain, on the upper part of which is always a great lot of snow. This they traverse barefooted, the whole 50,000, with the men in advance cutting a pathway foot by foot through the deep drifts. They eventually reach the new low-land and their supply of grass.

This migration has been made with excellent photography and splendid continuity and titling by two young American men (one of them Merriam Cooper, formerly of the Times) and one American woman, Mrs. Marguerite Harrison, a well-known journalist connected with the Baltimore News. Mrs. Harrison appears in the picture making the journey with the Aryans. The picture is in six reels, having been cut from 50,000 feet.

It has much the same dramatic qualities that marked "Nanook of the North". I don't know just which company might be interested in this thing, but if some of them saw it, they might think it too good to waste. I really found it of intense interest.

O'Neill

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

189

December 26, 1934

Hon. E. Lang
German Consulate General
45 Broadway
New York City

Dear Sir:

Your letter of the 20th ultimo addressed to Mr. Griffith, through me, was read to Mr. Griffith over the telephone, on the date of its receipt, and it was thereafter forwarded to Mr. Griffith's office. In the rush of other mail, they overlooked answering the same.

Mr. Griffith has asked me to express to you his sincere thanks for your fine review of his picture, "ISN'T LIFE WONDERFUL!", and also to thank you for the very splendid treatment he received through your kind efforts in paving the way for him to work on this production in Germany. Mr. Griffith hopes to again take advantage of a trip to Germany for picture work in the near future.

I also wish to take this opportunity of personally thanking you and your able staff for your kind co-operation in this matter, and trust that the work that Mr. Griffith has accomplished thus far will not only be appreciated in this country but abroad as well.

With kindest regards and best wishes from Mr. Griffith and myself, I remain

Very truly yours,

AB:EC

MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS-LASKY CORPORATION

Paramount Pictures

485 FIFTH AVENUE
NEW YORK CITY

OFFICE OF RALPH A. KOHN
ASSISTANT SECRETARY-TREASURER

December 26, 1924.

Albert H. T. Banshaf, Esq.,
130 West 42nd Street,
New York City.

My dear Mr. Banshaf:

I am enclosing herewith copies of two assignments which we received today.

Will you please advise me what you desire me to do in connection with them?

Yours very truly,

Ralph A. Kohn

RAK:AR
Enc.

THE ALLIED ARTISTS CORPORATION LIMITED.

BALANCE SHEET AT DECEMBER 26th, 1924.

ASSETS:		
Cash		£ 3386. 8. 7.
Advances & Deposits		885.15. 0.
Accessories (Stock)		5442. 6. 6.
Accounts Receivable		32940.12.10.
Furniture & Fixtures		1656.10. 7.
		£ 43711.13. 6.
LIABILITIES:		
Accounts Payable		£ 24970. 7. 9.
United Artists Corp:-		
Purchases account $5434.43	£1156.12. 1.	
Commission do:	2647. 9. 2.	3804. 1. 3.
Reserve for bad & doubtful debts		1000. 0. 0.
Suspense account		600. 0. 0.
Capital		7500. 0. 0.
Surplus on Played & Earned basis		5837. 4. 6.
		£ 43711.13. 6.

INCOME STATEMENT

Total contracts Played & Earned(100:)		£125255.15. 5.
Corporations share		£ 39072. 6.10.
Less: 4% United Artists Corp:	£5010. 4. 3.	
1% Mr. Hiram Abrams...	1252.11. 2.	6262.15. 5.
		£ 32809.11. 5.
Other Income:-		
Sale of Accessories	£3703. 2. 1.	
Interest & Discount	286.16. 6.	3989.18. 7.
Gross Income.....		£ 36799.10. 0.
Less: Corporations share of Censoring, Prints, Duty, etc		1297. 3. 6.
Remainder.....		£ 35502. 6. 6.
Less: Operating Expense	£34531.10. 0.	
Bad debts account	24. 5. 4.	34555.15. 4.
		£ 946.11. 2.
Surplus at beginning of Fiscal Year		£ 4890.13. 4.
Surplus at December 26th.1924.....		946.11. 2.

THE ALLIED ARTISTS CORPORATION LIMITED.

SCHEDULE OF ACCOUNTS RECEIVABLE

Customers balances for hire and accessories	£31472. 8. 2.
Musketeers Booklet accounts	74.16. 3.
United Artists - Paris	69.13. 7.
Branch Offices - Petty Cash	276.10. 0.
D. W. Griffith Inc:	464. 2. 1.
Douglas Fairbanks	26.18. 6.
Mary Pickford	61.11.11.
Miscellaneous	8.17. 0.
Nathan Burkan	485.15. 4.
	£ 32940.12.10.

THE ALLIED ARTISTS CORPORATION LTD.

SCHEDULE OF ACCOUNTS PAYABLE

Trade Creditors		£6338. 1. 4.
Producers Accounts:-		
Mary Pickford	£4080. 8. 3.	
Charles Chaplin	2663. 3. 9.	
Douglas Fairbanks	5670.11. 0.	
D.W.Griffith Inc:	784.15.10.	
Distinctive Prod:	319.12.11.	
Bennett Pic.Corp:	238.11.11.	
Mack Sennett Com:	867. 9. 0.	
Nazimova Prodtns:	593.12. 2.	
Charles Ray Prod:	754. 2. 4.	
Lottie Pickford	141.15.10.	
X.L. Productions:	245.14. 7.	
Max Linder Prods:	247. 6. 9.	
The Pickford Com:	610.17. 1.	
Associated Authors	1414. 5. 0.	
		18632. 6. 5.
	£	24970. 7. 9.

THE ALLIED ARTISTS CORPORATION LTD.

HOME OFFICE OPERATING EXPENSE AT DECEMBER 26th.1924.

Classification	This month	Nine months this year..
1. Salaries	£708.17. 9.	£6025.14. 5.
2. Rent & House Service	50.17. 8.	592. 5. 2.
3. Travelling	156. 0. 4.	2777. 6. 5.
4. Stationery	18. 0. 4.	158. 3. 3.
5. Postage	21. 0. 0.	211.12. 5.
6. Telephone & Telegraph	63.15. 7.	417.18. 6.
7. Freight & Carriage	257.10.11.	896. 1. 8.
8. Advertising	302. 1. 8.	1190. 2. 0.
9. Legal Expenses	56.12. 4.	421.13. 4.
10. Insurance	-. -. -.	52. 2. 4.
11. Miscellaneous	48. 8.10.	620. 5. 5.
£	1683. 5. 5.	13363. 4.11.

THE ALLIED ARTISTS CORPORATION LTD.

SCHEDULE OF ADVANCES & DEPOSITS

Balance from 20th. November.1924.	£282.15. 0.
ADD:	
Deposit for Electric Light,Cardiff	3. 0. 0.
	£285.15. 0.

THE ALLIED ARTISTS CINEMATOGRAPH LTD.

SCHEDULE OF SURPLUS ACCOUNT

Balance from 28th.November.1924.	£200. 0. 0.
ADD:	
Drury Lane re "THIEF OF BAGDAD"	400. 0. 0.
	£600. 0. 0.

THE ALLIED AMUSEMENT CORPORATION LIMITED.

BRANCH OFFICE OPERATING EXPENSE AT MIDNIGHT 6th.1934

Branch	Salaries	Rent & House Service	Travelling	Stationery Printing	Telephone Telegraph	Postage	Freight Carriage	Miscell -aneous	Total	Total nine months this year	Sales this month	Sales nine months this year	Operating %
BIRMINGHAM	88.12. 8	17.17. 6	37.10. 5	7.19.10	1.15. 4.	2.11. 0	4.10. 7	4. 9.10	165. 9. 2	1570.19. 4	892. 4. 6.	16608.13. 9	9.45
CARDIFF	112. 9. 0	-. -. -	46. 6. 7	8.14. 1	5. 9. 2	8.11. 3	1.16. 3	23.14. 3	207. 0. 7.	1950.13. 0	1021.12. 7.	13335.15. 1	14.62
GLASGOW	114.13. 4	-. -. -	23. 2. 6	7.19.10	4. 2. 1	3.12.10	13.19. 7	3.16. 1	171. 6. 3.	2458. 3. 3	973. 10. 0.	12470. 0. 1	18.24
LEEDS	109. 0. 8	5. 0. 0	14. 3. 3	8. 0. 4	5. 0	4. 0. 0	6.17. 2	1.14. 0	149. 0. 5.	1648. 5. 0	1500. 0. 5.	12822. 1. 0	12.85
LIVERPOOL	116.15. 8	2.14. 4	11. 5. 4	7.19.10	1. 0. 4	3.10. 5	8.12.11	2. 6. 4	154. 5. 2.	1669. 8. 5.	184. 0. 0.	10023.13. 8.	16.65
MANCHESTER	102.17. 8	83. 1. 8	15. 2. 7	7.19.10	18. 6	6.10. 3	8. 4. 3	22.16. 3	247.11. 0.	1849.17.11.	1094.10. 0.	11874. 8. 6.	15.57
NEWCASTLE	76.17. 4	-. -. -	17.17. 3	9. 1. 1	1.10. 3	6.13. 0	7. 5.10	4. 6. 6	123.11. 3.	1404.13. 5.	745. 0. 0.	5796. 0. 0.	24.22
LONDON	599. 5. 0	50. 0. 0	139.16. 6	7.19.10	20.10. 7	7. 0. 0	-. -. -	-. -. -	824.11.11.	7389. 7. 2.	4792. 5.11.	57026. 4. 5.	12.95
IRELAND	82. 9. 6	-. -. -	8. 7.10	7.19.10	3. 5. 7	3.14.11	1. 5.11	8. 0. 0	115. 3. 7.	1226.17. 7.	561. 0. 0.	5646. 5.10.	21.71
£	1403. 0.10.	158.13. 6.	313.12. 3.	73.14. 6.	38.18.10.	46. 3. 8.	52.12. 6.	71. 3. 3.	2157.19. 4.	21168. 5. 1.	11764. 3. 5.	146603. 2. 4.	

Percentage of Expense to sales for month 18.33

do do do do nine months 14.44

THE ALLIED ARTISTS CORPORATION LTD.

INCOME STATEMENT — DECEMBER 26th.1924

Pictures	Sales: This month	Sales: Nine months this year..	Sales: To date	Player and Hanger: This month	Player and Hanger: Nine months this year..	Player and Hanger: To date	Corporations share of Played & Earned this year	Unplayed contracts at date
POLLYANNA	28.13. 0.	199. 6. 4.	37224.13. 0.	9. 0. 0.	285.15. 6.	37115. 8. 8.	70.14. 8.	119.10.10
HUNS	4. 0. 0.	46.10. 0.	24470. 7. 9.	5. 0. 0.	96. 0. 0.	24438. 7. 9.	28.16. 0.	28. 0. 0
BACK DOOR	18. 0. 0.	201. 3. 4.	32187. 8. 8.	3. 0. 0.	271. 3. 4.	32088. 8. 8.	111. 7. 0.	135. 0. 0
MOONLIGHT	14. 6. 6.	190.16. 6.	19224.11.11.	24. 0. 0.	285.15. 0.	19421. 0. 8.	175.14. 6.	102.11. 6
FRENCH LEAVE	24.13. 0.	471. 6. 4.	23048. 4. 7.	2.10. 0.	685.15. 0.	22730. 2. 3.	205. 2. 6.	212. 1. 4.
FUSS	92. 0. 0.	1095. 0. 0.	27126.17.10.	286.10. 0.	2814. 8. 7.	26309. 6. 3.	844. 6. 7.	617.11. 8.
ROSITA	2450. 8. 0.	10096. 8.10.	26490. 8.10.	1368. 0. 8.	19638.18. 8.	23066.18. 8.	3895.17. 6.	3422. 8. 8.
HADDON HALL	1211. 8. 0.	22401.15. 0.	22401.15. 0.	320. 0. 0.	570. 0. 0.	570. 0. 0.	171. 0. 0.	22821.15.0
PARIS	404. 2. 1.	13820.14.10.	34133. 4.10.	1922. 2. 1.	28416. 9. 6.	30191. 9. 6.	8324.18.10.	3941.18.4
ZORRO	66.13. 0.	477. 6. 4.	31465. 8. 1.	42. 0. 0.	608. 0. 0.	31219. 8. 9.	182. 8. 0.	245.16. 4
CLOUDS	-. -. -.	106.10. 0.	19880.17. 6.	4. 0. 0.	368.10. 0.	19536. 7. 6.	110.11. 0.	44.10. 0
THE NUT	13. 6. 6.	202.16. 6.	17058. 3.10.	19. 0. 0.	767. 5. 0.	17651.12. 4.	230. 2. 6.	206.11. 6.
MUSKETEERS	60.16. 6.	739.19.10.	35113.13. 3.	92. 0. 0.	1101.10. 0.	34657. 3. 3.	330. 9. 0.	456. 9.10.
BLOOD	26. 3. 0.	361.13. 0.	15491. 8. 2.	8. 0. 0.	1476.16. 2.	15220.11. 4.	445. 0.10.	270.16.10
MOLLYCODDLE	6.10. 0.	213.13. 4.	19721. 1. 1.	37.10. 0.	601. 5. 0.	19579.12. 9.	180. 7. 6.	141. 8. 4.
ROBIN HOOD	490. 0. 0.	9634.18. 8.	86944. 6. 6.	775.16. 8.	16648. 2.10.	83255. 0. 8.	4994. 8.11.	2689. 5.10.
RAGGED	5359.17.11.	52972.18.10.	52972.18.10.	1184.17.11.	5372.18.10.	5372.18.10.	1611.17. 8.	47600. 0. 0.
STREET	4. 0. 0.	82.10. 0.	14459. 6. 0.	9.10. 0.	205. 0. 0.	14404.16. 0.	61.10. 0.	54.10. 0
EAST	590. 0. 0.	6229.12. 9.	155256. 3.11.	621.13. 4.	9359.13. 9.	153386. 3.11.	2867.18. 1.	1870. 0. 0.
NIGHT	92.16. 6.	1776.16. 6.	34361.18. 0.	49.10. 0.	3987.17. 7.	33407.19. 1.	1196. 7. 3.	953.18.11.
SACRIFICE	2327.10. 0.	8025.10. 0.	8025.10. 0.	1200. 0. 0.	1200. 0. 0.	1200. 0. 0.	360. 0. 0.	6825.10. 0.
DISRAELI	-. -. -.	65.10. 0.	11133. 3.10.	5. 0. 0.	91.10. 0.	11080.13.10.	27. 9. 0.	52.10. 0.
PASSION	28. 0. 0.	433. 0. 0.	5027. 0. 0.	34.10. 0.	871.15. 0.	4893.10. 0.	261.10. 6.	133.10. 0.
VOICE	10. 0. 0.	433.10. 0.	3079. 0. 0.	63.10. 0.	1034.10. 0.	2924. 5. 0.	310. 7. 0.	154.15. 0.
TRAIL	3. 0. 0.	166. 0. 0.	12791.11. 9.	10.10. 0.	371. 3. 4.	12673. 0. 1.	111. 7. 0.	118.11. 8
LADY	35. 0. 0.	469.10. 0.	5451. 1. 8.	30.10. 0.	994.10. 0.	5279. 1. 8.	298. 7. 0.	172. 0. 0
FARM	-. -. -.	116. 0. 0.	6454.19. 3.	16.10. 0.	386. 0. 0.	6420.19. 3.	115.16. 0.	34. 0. 0
MOLLY/O	10.10. 0.	122. 0. 0.	5322. 3. 4.	31.10. 0.	477. 0. 0.	5290. 3. 4.	143. 2. 0.	32. 0. 0
IDOL	26. 0. 0.	630.10. 0.	2178.12. 6.	72. 0. 0.	1435. 0. 0.	1923.12. 6.	430.10. 0.	255. 0. 0
CROSS ROADS	22.10. 0.	718.10. 0.	2323.12. 6.	70. 0. 0.	1512.12. 6.	2127. 5. 0.	453.15. 9.	196. 7. 6.
ARABY	6.10. 0.	539.10. 0.	3123. 7. 6.	71.10. 0.	1328.11.10.	3005.19. 4.	531. 8. 9.	117. 8. 2.
SUZANNA	17.10. 0.	463. 0. 0.	2107.12. 6.	71. 0. 0.	1099. 0. 0.	1951. 2. 6.	439.12. 0.	156.10. 0.
HOUSE	-. -. -.	59.10. 0.	6598. 0. 0.	3. 0. 0.	365.15. 0.	6535. 5. 0.	109.14. 6.	62.15. 0.
SALOME	18.10. 0.	143.10. 0.	8404. 7. 0.	12. 0. 0.	342. 8. 4.	8202.10. 4.	136.19. 4.	201.16. 8.
WOMAN	23. 0. 0.	460. 0. 0.	4561. 2. 6.	59.10. 0.	1250. 6. 8.	4425. 9. 2.	500. 2. 8.	135.13. 4.
TAILOR MAN	13.10. 0.	296. 0. 0.	3484.12. 6.	59. 0. 0.	718.15. 0.	3349.17. 6.	215.12. 6.	134.15. 0
GIRL	26. 0. 0.	336. 0. 0.	5790.10. 0.	27. 0. 0.	2339.10. 0.	5597. 0. 0.	701.17. 0.	193.10. 0
THERE'S	65.10. 0.	409.10. 0.	4532.14. 8.	89.10. 0.	904.10. 0.	4393. 4. 8.	361.16. 0.	139.10. 0
FINISH	41.10. 0.	835.10. 0.	8782. 0. 0.	42. 0. 0.	1802. 3.10.	8422. 3.10.	540.13. 2.	359.16. 2.
BILLY	66.10. 0.	2853.14. 0.	3485. 4. 0.	237. 0. 0.	2576. 4. 0.	2576. 4. 0.	772.17. 2.	909. 0. 0.
PAY	11. 0. 0.	224.10. 0.	2779.12. 6.	32. 0. 0.	502. 0. 0.	2679.12. 6.	200.16. 0.	100. 0. 0.
RICHARD	54. 0. 0.	1671.10. 0.	8755. 0. 0.	269. 0. 0.	5004. 0. 0.	7611.10. 0.	2001.12. 0.	1143.10. 0.
LIES	127. 0. 0.	3098. 5. 5.	3803. 5. 5.	278. 0. 0.	2880.10. 5.	2880.10. 5.	1152. 4. 2.	922.15. 0.
WOMEN	35. 0. 0.	1691. 0. 0.	2213.10. 0.	130.10. 0.	1644.15. 0.	1644.15. 0.	657.18. 0.	568.15. 0.
	£ 11764. 3. 5.	£ 146603. 2. 4.	£ 863154. 2. 6.	£ 9708. 0. 5.	£ 125255.15. 5.	£ 762978. 5. 7.	£ 39072. 5.10.	£ 100175.16.11

H.O.OPERATING	£1683. 5. 5.	£13363. 4.11.	£ 1683. 5. 5.	£13363. 4.11.
BRANCH DO:	2157.19. 4.	21168. 5. 1.	2157.19. 4.	21168. 5. 1.
TOTAL DO:	3841. 4. 9.	34531.10. 0.	3841. 4. 9.	34531.10. 0.
% OF OPERATING	32.65	23.55	39.56	27.56

#1

United Artists Corporation
729 Seventh Avenue
New York

Answer this

December 27th, 1924

RAK

Mr. J. C. Epping, Treas.,
D. W. Griffith, Inc.,
1107 Longacre Bldg.,
New York City

Dear Mr. Epping:

The Allied Artists Corporation, Ltd. paid us $435.00 which represents £92.15.0 collected on "Way Down East" week ending December 12th, 1924.

This money has been paid to us to apply on the $3000.00 advance given you on account of the English earnings on "America".

Yours truly,

UNITED ARTISTS CORPORATION

Comptroller
F. A. Beach

ROD G

Chg: Income "America" England
Income "East" England,
Cr.

New York Office,
December 27, 1934.

New York Telephone Co.,
372 East 149th Street,
New York City.

Commercial Department

Gentlemen:

This will authorize you to discontinue immediately, call Number, Intervale-5863 which is listed under D. W. Griffith, Incorporated, 1476 Broadway, New York City.

Very truly yours,
D. W. GRIFFITH, INC.

By

RAK:IS

New York Office,
December 27, 1934.

D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Attention of Mr. Fred Kiel Hoops

Gentlemen:

We are inclosing our check in the amount of $150

Walter M. Stevens
Grace S. Chrystie

Telephone Mamaroneck 1001

Stevens & Chrystie

Real Estate and Insurance

100-102 West Boston Post Road

Mamaroneck, N. Y. December 27th, 1924.

Mr. Albert H. Banzhaf,
130 West 42nd Street,
New York City, N. Y.

My dear Mr. Banzhaf:

On thinking over our telephone conversation of yesterday (December 26th) re Griffiths Point I recalled that last summer Mrs. Stevens discussed the sale of the Point very thoroughly with Mr. George Mahlsted in his New Rochelle office. At your convenience will you let us know whether the Mr. Mahlsted at present interested is George or John. In the matter of our customer we were told yesterday that a definite offer would be made Monday, January 29th.

Thanking you for your interest in our behalf, I am

Cordially yours,

Grace S. Chrystie

GSC:WLC

J. A. Mahlstead
E. Hammond
agree for sale

2,000

$300,000
3 mo
cash

96 00
2

Stevens
7 inc

W. BRADRUM REED, President
[illegible]
G. HARRIS STIVER, Vice President
[illegible]

GEO. S. C. BENNETT, Treasurer
[illegible]
R. S. STUART, Secretary
[illegible]

THE ARIETTA CRANE REED HOME
FOR
CONVALESCENTS AND OLD PEOPLE
BREWSTER
PUTNAM CO., N. Y.

December 27, 1924.

Mr. D.W. Griffith,
1476 Broadway,
New York City.

Dear Sir:

As you remember, in the early Fall of 1923 you were engaged with the picture "America" and doing quite some of your work in and about Croton Falls and Brewster.

At the request of your Mr. Ashcraft and one or two others who called upon me, I gave permission for them to use land around the barn of the Arietta Crane Reed Home for a period of a week or ten days for camp site for United States troops.

Instead of remaining there a week or ten days they were there, as I remember, four to six weeks. In addition, the officers utilized land on the opposite side of the state road. They also made use of the buildings, although I had particularly stated that they should not do so. However, they did no damage and left things in good shape.

Later on, it seems, without permission from anyone, they staged a sham battle on a part of the property and did do considerable damage to the fences and so forth. The Superintendent for the Arietta Crane Reed Home had been advised as to just what consent had been given your people and when they did trespass on other parts of the property he very properly called them to account. Everything, as I understand, was set for the battle and finally Mr. Ashcraft agreed to pay to the Superintendent, Mr. J. Uitendahl, the sum of $200.00 for the use of this property and to make good any damages that might be done to fences, etc. And Mr. Ashcraft gave to Mr. Uitendahl a note, in pencil, reading as follows "September 25, '23. We agree to pay J. Uitendahl $200.00 for the use of his property for location purposes. Signed D.W. Griffith, Inc., By J.M. Ashcraft."

Mr. Uitendahl, of course, gave me the note, but I have previously done nothing about the matter.

We are building in this location an Institution for the care of convalescents and old people. A certain amount

of funds having been provided by the will of the late Arietta Crane Reed for this purpose. As in most of such instances, the funds are not sufficient and we will be obliged to ask those charitably inclined to assist in the furnishing of the buildings and probably later in their maintenance.

It occurs to the writer that quite possibly, and, in fact, probably, you would be inclined to contribute sufficient to furnish one or two rooms in this building, in memory of your wonderful picture, "America", which has met with such great success and will, I feel, be as permanent as are the works of such writers as Dickens, Scott, Cooper and others.

It was my idea that if you would cooperate we could furnish one or more of the rooms; have a plate on the door of rooms ~~thus~~ furnished stating that the rooms were furnished by you in commemoration of the taking of the picture "America" in that vicinity. It would perhaps mean a contribution of $500. to $1,000.

I had the pleasure of watching you at work on location at Somers, and never before appreciated the great amount of labor that was involved in developing a picture of this kind. You certainly are deserving of much credit for the wonderful results obtained. I have since, of course, seen the picture and feel that it will do a great deal towards instilling patriotism into the hearts of many of our foreign born citizens and perhaps native citizens as well. And it seemed to me that if there could be something done in the way of a permanent record to the effect that the picture was taken in the vicinity of the Arietta Crane Reed Home, where we hope for many generations those convalescing from illness may be brought back to health, it might be a very good thing.

Yours very sincerely,

W Boardman Reed

PRESIDENT, ARIETTA CRANE REED HOME.

WBR/JMC

FIRST NATIONAL PRODUCTIONS
CORPORATION
807 EAST 175TH STREET
NEW YORK

December
29, 1924

Mr. J.C.Epping, Treas.,
D. W. Griffith Inc.,
1476 Broadway,
New York City

My dear Mr. Epping:

Herewith enclosed is Miss Bruce's salary check in the amount of $200.00 for the week ended December 27,1924.

Very truly yours,

(H.H.Bruenner)
Assistant Production Manager

HHB-D.
Enc.

New York Office,
December 29, 1924.

The Priests Grand Road Home,
Brewster, N. Y.

Gentlemen:

Replying to your letter of December 27th to Mr. Griffith, we regret that owing to the fact that Mr. Griffith is absent from the city we are unable to bring your letter to his attention at present. Unfortunately, Mr. Ashcraft is in Chicago and will remain there until about January 15th, at which time he will return here.

Upon Mr. Ashcraft's return we will take this matter up with him, and have your letter referred to Mr. Griffith. Mr. Ashcraft will then communicate further with you.

Very truly yours,

D. W. Griffith, Inc.

Sec'y to Mr. A. L. Grey.

CC

TELEPHONE HARRISON 6818

United Artists Corporation of Illinois

904 South Wabash Avenue
Chicago Ill

December 29th,
1924.

NEW YORK,

Gentlemen:-

Attached hereto find letter from our Publicity Man - Mr. Abbey - who is in Louisville helping on the "AMERICA" engagement which starts there Jan. 4th.

If you think it worth while, you might take this matter up with Mr. Griffith's office and give Mr. Abbey any information that you can get, care of the Kenton Hotel, Louisville, Ky.

Yours very truly,

UNITED ARTISTS CORPORATION

Cresson E Smith

CES-EJ

SUB	READ	ANSWD	FILE
1			
4			

Hotel Kenton
CHESTNUT HOTEL CO. INCORPORATED PROPRIETOR
WALNUT NEAR FOURTH
Louisville Dec. 23 1925

Dear Mr. Martin

There is a story among newspaper men here that, whether true or not, is interesting and

It is this that the late "Marse" Henry Watterson called, with a kinswoman, on Mr Griffith and after waiting until his patience was entirely exhausted left Mr Griffith's house without seeing him

A member of the Herald staff told me that he got the story direct from Mr Watterson shortly before his death

I have heard it from the Courier Journal also

Without any knowledge of the facts I have taken the stand that the story does not fit Mr Griffith it is quite out of harmony with Mr Griffith's nature as I understand the man and that I am quite sure there is some misunderstanding some where and that the matter could be entirely explained satisfactorily that I am very sure there would have been very few men that Mr Griffith would have been more pleased to have seen at his home, office or studio than Henry W Watterson of the Courier Journal his old alma mater in journalism

I wish I knew the facts from Mr Griffith that I might correct what I feel have a wrong while I am here

Yours very truly

R. C. Ober

New York Office,
December 29, 1924.

Gassaway-Reid & Co.,
East 44th Street,
New York City.

Attention of Mr. Reid

Gentlemen:

I am inclosing herewith, a letter which we have received from John J. Conroy an attorney for the John T. Stanley Company, Incorporated which is in itself explanatory.

If you recall, the accident in which this claim is in reference to happened in the early part of 1924, at which time it was properly reported to your office. Since this time we have received much correspondence on this matter which has also been forwarded to your office.

Will you kindly make disposition of this so that these people will not continue to correspond with us?

Very truly yours,
D. W. GRIFFITH, INC.

By

RAK:Ib
INC.

Kansas City, Mo.,

Dec. 29, 1924.

D. W. Griffith Studios,
Orienta Point,
Mamaroneck, N. Y.

Dear Sir;-

I am sending you herewith, photoplay, entitled "The Empress Josephine", which is submitted for your consideration with the idea of production, if it meets with your approval.

Hoping to hear from you at your earliest convenience, I am,

Yours respectfully,

[illegible]

Good.

Reply
62

December 30, 1934

State Tax Department
Income Tax Bureau
Albany
New York

Re: Division 44--27417

Gentlemen:

Replying to your letter of October 14th, and also yours of November 28th, relating to Mr. D. W. Griffith's income tax return for 1933, I wish to advise that the attorney's fees in the amount of $9500 deducted by him represents the amount paid to me as attorney for services and counsel work in connection with contracts and business matters of Mr. Griffith through which sources he derives his income in New York.

As to the item of $5066.90 returned as interest income, this amount represented interest paid to him in connection with temporary loans which were made to D. W. Griffith, Inc.

As to the deduction of $54662.32, this item represented a loss as explained on such return, arising out of payments made by him on account of personal guarantee by him of certain indebtedness of the Wark Producing Corporation which was insolvent, and now is dissolved, and which he was legally obliged to pay.

This corporation was a corporation organized in New York State, carried on its business in New York State, and was dissolved in New York State.

RR:EC

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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M. FERGUSSON, VICE PRESIDENT & TRUST
H. M. MYRICK, TREASURER
CABLE ADDRESS: CENTRUST

CENTRAL UNION TRUST COMPANY OF NEW YORK

80 BROADWAY

NEW YORK

December 30, 1924.

Mr. J. C. Epping, Treasurer,
D. W. Griffith, Inc.,
1476 Broadway,
New York City.

Dear Sir:

This is to advise that on December 29th we received from the United Artists Corporation checks aggregating $14,998.49, which amount we have applied on account of your interest bearing note with this company, leaving a balance of $29,011.63.

Very truly yours,

Assistant Treasurer.

WHS:T
Banking.

December 31st 1934.

State Tax Department,

Albany, New York.

Gentlemen:

I enclose herewith my check #763 for $10. in payment of Franchise Tax of David W. Griffith Corporation for the year ending October 31st, 1935.

Very truly yours,

R/GDM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GROSS INCOME
(UNITED STATES ONLY)
FOR YEAR ENDING DECEMBER 31, 1924

Broken Blossoms	$ 2303.40
Love Flower	4649.80
Dream Street	9489.52
Way Down East	43067.45
Orphans of the Storm	65045.32
One Exciting Night	94960.03
White Rose	270000.00
America	627761.61
	$1,117177.63

D. H. Griffith, Inc. Stockholders

as of December 31st, 1934 residing

in the State of Maryland.

Albert G. Adasak, 2517 Francis Street Baltimore, Md.	10
Wm. A. Albaugh, 6 E. Fayette Street Baltimore, Md.	1
Mrs. Catharine A. Allison, Box 68 Brentwood, Md.	30
Clara Ascherfeld, 1534 Linden Ave. Baltimore, Md.	10
N. E. Besson, Box 68 Brentwood, Md.	30
Miss Henrietta Booth, Elkton, Md.	6
Susan B. Booth, Elkton, Md.	5
Mary C. Burrows, 1403 John Street Baltimore, Md.	10
Miss B. Clare & Miss M. Blanche Briscoe or either of them or the survivor, 849 Park Avenue Baltimore, Md.	4
Henry P. Fahrney, 7 East 2nd Street Frederick, Md.	5
Mrs. Nellie P. Feltner, Hancock, Md.	5
Jacob Goldfine, 101 Baltimore Street Cumberland, Md.	10

Morris Goldman, 25
4123 Clifton Avenue
Baltimore, Md.

Wm. L. Hammond, 10
335 Potomac Street
Hagerstown, Md.

Mary Louise Larcombe, 10
Rockville, Md.

Mrs. Miriam Langsner, 100
Fredericksburg, Md.

Emmert M. Lowry, 300
638 West Franklin Street
Hagerstown, Md.

John Lutz, Jr. 10
Walker Avenue
Towson, Md.

John McCormick, 20
P. O. Box 272
Cumberland, Md.

Albert L. McCrery, 20
4703 Homer Avenue
Baltimore, Md.

William J. McLaughlin, 5
122 N. Eutaw Street
Baltimore, Md.

M. C. Mules, 5
4106 Falls Road
Baltimore, Md.

Miss Marie Pahud, 3
1908 Eutaw Place
Baltimore, Md.

Margaret C. Rabold, 30
2214 N. Calvert Street
Baltimore, Md.

Neubert M. Randall, 25
Sparrows Point, Md.

Miss B. Clare Rusk & Miss M. Blanche Briscoe 4
or either of them or the survivor,
1817 Park Avenue
Baltimore, Md.

Safe Deposit & Trust Co. of Balto. 50
Baltimore, Md.

Miss Ruth Seifield, 20
Earl Junction, Md.

Walter K. Strine, 2
30 East Franklin Street
Hagerstown, Md.

Jesta Warthen, 20
Kensington, Md.

Karl Waterman, 6
Rockville, Md.

Volume XVII

The National Guide to Motion Pictures

Number One

PHOTOPLAY

December, 1924

An Open Letter to D. W. Griffith

By James R. Quirk

THE time has come when, for the good of motion pictures, you should take an accounting of yourself.

You have contributed more to the progress of the photoplay than any human force. You come nearer to being the one positive genius of the screen than any other worker in filmdom. Von Stroheim and Chaplin have revealed their flashes of genius but you have come to be considered the dean of our directors, the guiding spirit of the silent drama.

But, Mr. Griffith, you have reached a point where you are before an *impasse*. Your abilities are at a dead stop. You must do something to yourself—and for the good of pictures.

Permit me to delve into your real self in pointing out a remedy. Your very habits of life have made you austere. You literally have withdrawn from contact with things about you. You have created a wall between yourself and the outside world. You have made yourself an anchorite at Mamaroneck. Such a withdrawal soon means a Puritanical repression, an unyielding eye upon humanity. You see men and things in sharp blacks and whites, as being very good or very bad.

YOUR pictures shape themselves towards a certain brutality because of this austerity. Much the same thing overtook the Puritans with their ducking stools and stocks and the high bred Spaniards with their racks and thumb screws. Austerity is a dangerous thing.

Your refusal to face the world is making you more and more a sentimentalist. You see passion in terms of cooing doves or the falling of a rose petal. You refuse to face the world because it would wreck your ideals of things as you think they should be and you create a false world of things as you would like to have them. But, remember, the screen—in order to advance—must portray life as it is.

Your lack of contact with the world makes you deficient in humor. You must know people to see the laughter of life.

In other words, your splendid unsophistication is a menace to you—and to pictures. You must not look upon yourself as the evangelist of the screen. You have too great genius to let it waste. You have demonstrated that in dozens of unforgettable screen episodes. The photoplay has reached its highest points in these episodes.

One of the penalties of isolation is the fact that it draws bad advisers. You must stop seeing life at second hand.

SOMEHOW I am reminded of a genial old darkey I met in Bermuda. He was the driver of an antiquated hack. Having heard of his love for liquor, I asked him why he drank. "Well, I don't know," he said, thinking. The ancient horse plodded along. Finally the old fellow said: "I guess I know why I drink—I drink to get a change of thought." There's something in that, Mr. Griffith. Not, of course, that I would recommend a violation of the Eighteenth Amendment.

I am not recommending that you acquire puttees, a swimming pool and a squad of Jap valets. Nor am I suggesting that you pal around with Elinor Glyn. Yet, if I had my way, I would imprison Cecil De Mille at Mamaroneck for a while and I would loan you his Hollywood trappings, each and every one of them.

You, Mr. Griffith, could select your players anywhere, at your own figure. You are a tradition. You have the supreme advantage over every other director. Players, authors and technical workers would flock to you, once you dropped your austerity.

You must sacrifice yourself for the good of pictures. Let someone else take charge of your soul for a year or so. Faust tried it—and had a good time. Otherwise he would have been forgotten by poetry and history.

I fear you exaggerate your capacities as a business man. The sale of stock in your company to the public earned you nothing but trouble. Why not do as Allan Dwan and Marshall Neilan have done—let some proven business organization handle the other end of it? You have a wonderful brain, but only one.

You made the screen of the past, Mr. Griffith. Now make it in the future.

12/ /24

Dear Sir:-

Upon reading the reviews in the motion picture trade journals of D. W. Griffith's " Isn't Life Wonderful" mad e from my story of the same title I was considerably puzzled by a doubt expressed as to its " box office" ~~[illegible]~~. power and its value to exhibiters.

Is there then in the United States a distinct motion picture mentality? Is it true that your motion picture exhibiters are so deficient in an appreciation of what the public ~~[illegible]~~ worthwhile, beautiful, and entertaining drama that they are ruled by an entirely different set of considerations than those who actuate the playgoer?

How else may a visitor to your very hospitable shores understand reviewers who lavish superlatives of praise upon a motion picture, and in the same breath sound the warning that it may not appeal to exhibitors, nor prove a winner from a box office standard?

It seems to me, as a stranger, incredible that a work which has evoked the unanimity of praise from the critics, and apparently pleased the New York public as this picture of Mr Griffith's has, could fail to satisfy the men whose trade is supplying the entertainment wants of that public--- unless the~~re~~ motion picture industry, and the bulk of the motion picture going public in America represents a distinct mentality swayed by different emotions, and reacting to entirely different ideas from the rest of your population.

Dear Sir;

I have read the reviews of " Isn't Life Wonderful" (D. W. Griffith's screen version of a short story of mine,) which have appeared in the film trade journals.

Reviewers have praised the picture without stint. Indeed, I am told, that no film has ever had such a unanimously favorable " press".

I have been much puzzled to read in trade journals, however, a doubt as to the film's " box office appeal."

Might I, a stranger in this so hospitable a land, ask humbly the following questions;

1.- Can it be that the motion picture audiences in this country are incapable of enjoying a work which could gain such universal praise?

Or

2.- Can it be that the public would appreciate it: but that the exhibitors underestimate the public's good taste?

Or

3.- Can it be that the critics in these trade journals are themselves wrong in underestimating the taste of others: and that the audiences and the exhibitors are both quite as capable of appreciating good work as ~~they are~~ are the critics themselves?

I should not have dared to write the above had I myself been responsible for the translation of my tale to the screen; or if I had the slightest financial interest in its success.

Very truly yours,

Editor,

Dear Sir;-

We have been led to believe that there are two distinct mentalities in the United States, that of the intelligensia, and that of the " ~~people~~ general public. ~~xxxxxxxxxxxx~~ Is it possible that there is a third-- that of the motion picture patrons?

This question arose in my mind after reading in the fourteen New York newspapers reviews which lavished praise on D. W. Griffith's latest picture, " Isn't Life Wonderfull" These fourteen critics were, for once, unanimous in their verdict.

It chanced that the criticisms in the motion picture trade papers also came under my eye. Their reviewers also praised the picture. But appended a warning that its " box office appeal," was in doubt.

In other words they expressed a fear that a picture which appealled to the representatives of the daily newspapers-- supposed to reflect the attitude of the general public-- and to themselves, would not appeal to the patrons of motion picture theatres.

In addition to supporting publications, and organizations for the benefit of the intelligensia, must the " general public," -- which in the final analysis pays the bills for everything-- be called upon to support vast chains of theatres for a special public, the representatives of which frankly hint that its mentality is of the moron type?

Very truly yours,
Film Fan.

From Sam Blair,
Bayside, L. I.

Dear Sir:-

What is the meaning of the ~~xxxxxxxx~~ phrase, " box office appeal?"

What do motion picture trade papers mean when they question the " box office appeal" of such a picture as D. W. Griffith's " Isn't Life Wonderful," of which ~~xxx~~ the critics of all fourteen New York newspapers, spoke in the highest praise?

~~Exxwhatxxthexxpublicxxthinxxxxxxx Dreamx~~ And when did public acclaim and " box office appeal," become ~~xxxxxxxxxx~~ terms?

Very truly yours,

ANTONY MOWS

Editor

Dear Sir;-

Are Americans developing a special type of " moving picture mind?" And if so is this psychosis likely to add to the burden of our already overcrowded asylums?

We have raised no objection to being fed a diet of inanity, ~~[illegible]~~ of piffle, of salaciousness, of ~~[illegible]~~ meledramatic bunk. We have raised no objection to having our children raised as movie maniacs. We have not even registered a kick at wives who denuded the family funds ~~for~~ in the interests of the cinema.

But we want to register a kick right now against the men who run the movies. They can have our money, but we don't intend to let them class us, our wives and our children as halfwits with " motion picture minds."

And judging from motion picture trade papers, ~~wit~~ some of which doubt the " box office value" of D. W. Griffith's " Isn't Life Wonderful,"- which fourteen daily newspaper critics declare everyone should see-- that is the way the movie men regard their patrons.

Very truly yours,

Geoffrey Moss, English Author and Soldier, Sought Fair Play for Germans

Tells How He Was Inspired to Write "Isn't Life Wonderful," a Story About Post-War Poverty in Greater Berlin

By Mignon Rittenhouse

THE most vivid recollection I have of Geoffrey Moss is the way he came hurrying down Times Square one late afternoon with brief case in one hand and light brown cane swinging rapidly in the other. And yet, for all his haste, he did not strike one as being the typical New Yorker. Rather there was about him the air of the cosmopolitan.

True, New Yorkers hurry, but theirs is a haste born of habit, arrived at no doubt because of the fact that the things about them are continually in rapid motion. This man walked fast because he thought much. He seemed to be living inside his head; to be of the introspective nature. He would probably have walked rapidly at that particular moment down the street of the sleepiest village of the world.

His I found to be a most unusual and interesting personality. Slightly reticent at first—almost boyishly bashful—when drawn out from under that coat of reserve he reveals himself a brilliant conversationalist, with a reserve fund of humor which is as fresh and natural as it is unexpected.

There is nothing affected about him, although his speech is perhaps a shade too pure at first for our ears, accustomed as they are to American slangology.

By birth and education an Englishman, Major Moss' wanderings in many strange countries as a liver, rather than mere traveler, have given him a peculiar insight into human nature without in the least tingeing him with that sophistication which comes from seeing much of life but not much in it.

Educated at Rugby and at the Royal Military College, Major Moss joined the Grenadier Guards in 1915, in which regiment he served until April, 1919. It was in 1915, while a captain in command of the Gordon Highlanders in the Belgium trenches that his first literary effort, a textbook on tactics, written by order, was published under a nom de plume.

Fame in the literary field did not come to him actually, however, until two years ago, when he published his first novel, "Sweet Pepper," a story set in Hungary and Vienna. It was perhaps the most talked of novel of 1923 in England, and had the largest sales of any first effort in that country. For a time it was suppressed in this country as being too peppery, but its popularity only grew because of this, and efforts were made to buy the film rights by various American producers. Major Moss, however, who was then only passively interested in the film, desired to have the story dramatized first. Selwyn Brothers in the United States bought the dramatic rights, but the version produced by their scenarist did not please them. It was partly in order to bring over a new version prepared by himself that the author made this, his first trip to the United States.

Less than one year ago he published the book of short stories, "Defeat," which has since gained such favorable comment in England and in America as a really excellent piece of literature. It was from one of these stories, "Isn't Life Wonderful," that the D. W. Griffith film by that name was made.

The story of Hans and Inga and the little cartload of potatoes, set amid the stark background of Germany just after the war, is as beautiful a tribute to true love as was ever written.

"Some," commented Major Moss in speaking of this and other stories in the book, "have accused me of being pro-German. This is absurd. Of course the British and German viewpoints are very much alike. True—we do not like each other, but we understand one another thoroughly.

"I merely saw the facts and portrayed them as they existed. I was roused up because of the French invasion of the Ruhr and the needless likes and sorrows inflicted by them upon men and women in no wise responsible for the war.

"The serious economic situation also interested me tremendously. Employers were often of the lowest types, totally unfitted for the powers which their position gave them. Paid by the government in gold they in turn paid their employees in paper money, the value of which had so depreciated that they actually received no equivalent whatsoever for their services.

"The middle-class were in most deplorable circumstances. They lived mainly on potatoes and bread, and starving rations at that; for these two articles, with the fall of the mark, became almost the sole mediums of exchange. The pity of the whole situation, as it struck me, was that those who had been mere boys and girls of 14 or 15 during wartimes were now the men and women who were obliged to bear the biggest brunt of suffering and privation.

D. W. Griffith, Whose Film Version of "Isn't Life Wonderful" Completely Satisfied Major Moss

"My book," declared Major Moss, "was merely a cry for fair play.

"The setting of 'Isn't Life Wonderful' was a faithful picture of conditions in Greater Berlin. Today conditions have changed. Poverty, often deadening poverty, is there, but much of the drama, at least obvious drama, is gone.

"The story is the sincerest thing I have ever done. I tried to impart a beauty that is all around us, wherever we are. It was a beauty which I could feel always, but could see but dimly."

Asked as to whether or not he was satisfied with the manner in which the film version was handled by Mr. Griffith, he replied:

"Yes, I believe I am the first author ever to be completely satisfied with the treatment his brain-child has received at the hands of the films. The version is entirely faithful to the original. Only the comedy relief has been injected in the film."

It was during the period when Major Moss was building his yacht in Germany that the book, "Defeat," was written. He found ample time and opportunity to study the problem there, particularly in relation to the workingman.

Major Geoffrey Moss

After the yacht was completed, the book published, and Major Moss had returned once more to his manor house in England, he had no definite ideas of what he intended to do next until the cablegram from Griffith arrived, asking for the film rights of one of the stories.

"It was some time before I was aware that the Griffith desiring my work was really the well-known director, and not some obscure movie producer from the States," confessed the author.

After negotiations had been completed, Major Moss returned to Germany to study film making in earnest. Due to a loss of addresses, following the arrival of the director in Germany, the two were within a few miles of each other for weeks before they succeeded in locating each other.

When they did finally come together, Major Moss found that he was obliged to unlearn most of the things about movies which he had so carefully studied; for Mr. Griffith used methods all his own.

The months spent with the moving picture company in and out around Berlin, Major Moss considers among the most fascinating and instructive of his life. Besides the three principals brought over from this country, the actors and actresses were entirely recruited from the German and Austrian theaters. With the help of a very competent assistant director, who spoke German fluently, Mr. Griffith, whose knowledge of the language was limited to about ten choice phrases, was able to handle his mob scenes in a manner which aroused the admiration of all who watched him.

"I have never known him to raise his voice once during the taking of the scenes," stated Major Moss.

All of the outdoor scenes were taken in the suburbs of Berlin. The wardrobes used were most inexpensive. Miss Dempster's entire outfit was bought in second-hand shops of Berlin for less than ten dollars.

The phase of his experience which particularly amused Major Moss was the hero-worship meted out to Mr. Griffith.

"Every morning," said the Major, "scores of actors and actresses, out of work, thronged the stairs of the hotel where he was staying. All of them were anxious, partly because of the desire for fame and partly because of the dire poverty in their own country, to be taken back to that wonderful, rich America of which they had heard so much. They trooped in, some sumptuously attired in their best silks and satins, some looking extremely poor. All literally begged upon their knees to be brought back by Mr. Griffith. When they were unsuccessful in gaining the director's attention they came to me."

"And what did you do?" he was asked.

"What could I do?" he interrogated helplessly.

For the future Major Moss has no definite plans. He will probably spend his time between America and England, where he owns two beautiful homes—one a manor house dating from the early part of the seventeenth century at Ford Place, near Arundel, Sussex County; the other in London.

Eventually, if the right offer presents itself—as right offers seem to have the habit of doing as far as the major is concerned—he will become a director. Until then he will continue to write books, scenarios and plays.

"If I do become a director," laughed Major Moss, "I shall not insist that all of my film heroes be young and handsome—all of my film heroines young and beautiful—and all of my endings happy ones."

LIST OF TITLES

ISN'T LIFE WONDERFUL

(1) "Isn't Life Wonderful,"

By Major Geoffrey Moss,
of the British Army,
Author of "Sweet Pepper."

(2) Produced under the personal direction of

D. W. GRIFFITH

Scenes made in Germany on the actual locations.

Copyrighted, 1924, by D. W. Griffith, Inc.

(3) C A S T

Inga	Carol Dempster
Paul	Neil Hamilton
The Professor	Erville Alderson
The Grandmother	Helen Lowell
The Aunt	Marcia Harris
Theodor	Frank Puglia
Rudolph	Lupino Lano
Leader of Laborers	Hans von Schlettow
Laborers	Paul Rehkopf
	Robert Scholtz

(4) This simple story shows:

That LOVE makes beautiful all that it touches;

That when we LOVE, no trials are ever grim;

No disappointments make us morbid;

Our struggles, however tense, are never depressing;

For where there is LOVE there is HOPE and TRIUMPH --- which is what

MAKES LIFE WONDERFUL

(5) Time: From the Armistice until 1923. The story is laid in Germany only because conditions there were most favorable for showing the triumph of love over hardship. It concerns a family of Polish refugees.

(6) The conditions shown are the reproduction of actual facts. An average of fifty people were killed daily during starvation riots, mostly over potatoes, their principal food.

(7) In the telling, no wild action, no far-fetched melodrama --- yet the N. Y. Evening Post says: "It rises to such heights of truth and beauty and power that it far surpasses all the make-believe tragedies and brainstorms which have so far appeared on the screen."

(8) Berlin.

(9) War.

(10) Behind these are the directing generals; still further back, the autocratic rulers seeking power, and profiteers gaining wealth --- to these, perhaps, war may seem glorious.

(11) But what about these men ---

(12) War's harvest!

(13) The homeless ones -- refugees from Poland.

(14) The barracks give shelter to some.

(15) Waiting for shelter.

(16) In Copenick, a suburb of Berlin.

(17) Among the refugees driven from Poland is the family of a harmless old professor.

(18) The Grandmother --- and Inga, an orphan who has been brought up by the professor's family.

(19) Even here Inga finds a moment of happiness in the thought that they will have rooms tomorrow, and that Paul, her sweetheart, will soon be home.

(20) Theodor, one of the professor's sons. Paul, the other son, has not yet returned from the hospital.

(21) The Aunt.

(22) The Professor, absent-minded, eccentric, --- the bewildered one.

(23) Rudolph --- formerly a strolling player --- who has fallen in with the family in their flight from Poland.

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(24) The scanty repast --- one potatoe each.

(25) Two that shall become thieves, and shall rob Inga of her greatest earthly possession.

(26) Rudolph's ill-timed attempt to cheer things up.

(27) "Please --- DON'T"

(28) Two rooms: one for the men; the other for the women. ALL rooms must hold the full number required by law.

(29) The Professor is reduced to correcting the examination papers of the local school.

(30) Theodor works as a waiter at a Night Club, that he may finish his studies at the University.

(31) Room-mates --- but they do not understand each other's language.

(32) "This is my bed --- stay off."

(33) News that Paul --- the Professor's other son --- is coming home. He had been drafted as a schoolboy to the war, which he at any rate had had no part in making.

(34) The great occasion --- Paul comes home.

(35) Between Paul and Inga there had existed since childhood a great love simple and true.

(36) End of Reel One.

(37) Reel Two.

(37A) A new task.

(38) With courage and hope they start to work.

(39) Paul --- though still weak from privation --- must find work.

(40) Inga already has found work ---

(41) The Macy's of Copenick.

(42) Paul secures work in a shipyard some distance from home.

(43) Even Rudolph must work!

(44) "Any chance of a job at your Night Club?"

(45) "In Poland I was considered <u>some</u> dancer."

(46) "One of our latest models: it's made of genuine rubber."

(47) "Perhaps this one."

(48) Hunger-haunted ---

(49) Sunday --- Paul and Inga in the country.
Love, which makes all things beautiful, went with them.

(50) Before their eyes, the home-ward going sails.

(51) About them the apple harvest winds from the Baltic shore.

(52) Into this sweet sunlit holiday comes a troubling sorrow, for Inga sensing the condition of Paul's health, becomes fearful for the future.

(53) The wages of War!
Poison gas has left its mark. Paul has struggled on --- but in vain!

(54) "His condition is very serious."

(55) All bewildered, Inga watched --- as if she herself were fighting the same bitter fight for life.

(56) "He is now in God's hands --- we can only wait."

(57) "If he dies, she will go too."

(58) End of Reel Two.

(59) Reel three

(60) "The crisis is past --- with good care he will pull through."

(61) Later ---

(62) Only potatoes! The best one, and part of her own, goes to Paul.

(63) The woman's part.

(64) "You must get fat --- like me."

(65) "I have been thinking, dear, now that I am improving so --- when things get better, don't you think we can get married?"

(66) "Oh, Paul, you are getting well --- and you --- and, oh, isn't life wonderful!"

(67) While across the hall, Rudolph ----

(68) But Gloomy Russ didn't like music.

(69) With the convalescence of Paul, the family take heart again.

(70) In the City, Theodor ----

(71) The Night Club, frequented mostly by profiteers and visiting foreigners.

(72) Theodor as a waiter.

(73) Costumes of paper.

(74) No food goes home in the pockets!

(75) Even here, the none too good food is highly treasured.

(76) Ground was allotted in the suburb, where the poor grew vegetables to save themselves from starvation.

(77) Building homes out of amunition boxes.

(78) Paul secures an allotment inside the shipyard grounds.

(79) "You can grow your potatoes here."

(80) At the second-hand shop, after her regular working hours Inga labours to earn a dowry.

(81) Working with happy dreams ---

(82) Meanwhile Paul spends his spare time ---

(83) Her wages, paid in second-hand furniture.

(54) To save the precious stockings.

(55) End of Reel Three.

(86) Reel Four.

(87) Their dinner!

(88) Their daily feed consisted mostly of horse turnips.

(89) "Isn't there anything but turnips?"

(90) The Wonder of Life!

WANT paraded by with sorrowful banners, but LOVE gilded their eyes and they saw ---

ONLY BEAUTY!

(91) "No! Nó! Not now!"

(92) "Inga and I --- we --- we ---"

(93) "What's the matter --- lost your job?"

(94) "Paul and I --- we ---we --- "

(95) "We want to get married."

(96) "What on --- turnips?"

(97) "You know very well there are no rooms to be had anywhere."

(98) "Where are you going to live?"

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(99) "And what about the babies?"

(100) "Paul, we --- we can't marry without the family's consent."

(101) Then came the greatest financial disaster in all history: When a billion dollars in printed money --- the wealth of a Rockfeller -- fell to the buying power of one dollar.

(102) Precious food.

(103) Two million men thrown out of work in one week.

(104) Waiting to buy food!

(105) "No more today."

(106) The indigestible turnips bring the Grandmother to a dangerous pass.

(107) "Nothing."

(108) Pay day.

(109) Three with whom Inga's fate is to be strangely interwoven.

(110) The line at the butcher shop.

(111) A cut of beef --- only Nine Million Marks!

(112) Inga must hurry, for wages paid today in the inflated currency may be worthless tomorrow, owing to the decline of the Mark in value.

(113) "Twelve Million Marks --- we've got more than enough!"

(114) End of Reel Four.

(115) Real Fire.

(116) After a weary wait!

(117) "Before my turn came, my money would only buy a loaf of bread."

(118) Still undaunted, Paul and Inga ----

(119) The Wonderful dowry.

(120) Near their home, Paul finds a spot ---

(121) "No food; nowhere to live --- IMPOSSIBLE."

(122) Afterwards -- Paul, wanting first to be sure of results, had kept his plans secret.

(123) Paul shows Inga the allotment garden at the distant shipyard.

(124) "How lucky some people are!"

(125) "Paul, DON'T --- if the owner should see you ---"

(126) "These potatoes will be ready in three weeks, and they are all ours."

(127) "See --- clear to the wall."

(128) Food scouts.

(149) Grandmother's secret.

(150) Two hours later.

(151) Another surprise.

(152) End of Reel Five.

(133) Real Gis.

(134) A lucky day!

(135) A neighbor called away leaves her hens with Inga.

(136) American visitors ---

(137) "You mean this junk would be a treat to your family?"

(138) "All the liverwurst sausage in the house --- bring it!"

(139) A billion Marks!

(140) "This to the family, with a kiss all 'round."

(141) To the usual pasturing grounds Inga takes her pet hens.

(142) But another menace brewing!

(143) "Not now."

(144) "Where's Inga?"

(145) "Liverwurst!"

(146) "An American ----- "

(147) "Then we will ask them again."

(148) "More turnips!"

(149) "Wait."

(150) "Liverwurst!"

(151) "Oh, isn't life WONDERFUL."

(152) "Rudolph also in luck

(153) End of Reel Six.

(154) Reel Seven

(155) An old tune for Granny -- a memory of Polish days.

(156) "Let's tell them now."

(157) "Paul has -- has built a house for us."

(158) "We have enough potatoes to last you all winter, and enough to keep us too -- now, can't we get married?"

(159) "My own wedding dress -- I've made it over for you."

(160) But outside -- starvation threatens ---

(161) A giant, whose clothes now fit loosely.

(162) Unfit to eat!

(163) "I'll get something."

(164) So now everything is settled!

(165) For where love is ----

(166) The next day.

(167) Desperate for food, they determine on strong measures.

(168) "There is food hidden in the country. The profiteers get it -- why not we?"

(169) Paul and Inga go to gather the little harvest upon which their marriage depends.

(170) Food profiteers could get a fabulous price for meat or potatoes, by dealing secretly with the rich.

(171) "Don't laugh -- people could hear you a mile off."

(172) End of Reel Seven.

(172) Real tight.

(174) "No cheating; whatever we get we'll divide here."

(175) "Look!"

(176) "It's empty -- look for yourself."

"177) "But, Inga, any other time will be just as bad; besides, it will be late at <u>night</u> when we return."

(178) The giant finds real food profiteers.

(179) Cheated by his confederates -- a futile killing.

(180) They take a different route home.

(181) "The rest is easy -- downhill all the way."

(182) Friendly clouds lend them darkness.

(183) "Profiteers!"

(184) End of Reel Eight.

(185) Real Glass.

(186) "No, he isn't a profiteer; he's a working man, like you."

(187) "Wait -- wait -- we can prove it."

(188) The Union Card.

(189) "They're all we've got to -- to get married on."

(190) "Of course, we understand your mistake."

(191) "You beasts!"

(192) "Yes, beasts we are; beasts they have made us."

(193) "Years of war and hell; beasts they have made us."

(194) "Oh, Paul, I -- I thought they had killed you."

(195) "Did they take them all?"

(196) "Do you mind very much, Paul?"

(197) "Nothing is of any use."

(198) "After all -- I've still got you ---

(199) --- and you've got me -- and that's what matters most, isn't it?"

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(400) "The moon -- look!"

(401) "Oh, Paul, you've escaped them -- I've still got you -- OH, ISN'T LIFE WONDERFUL!"

(402) "WONDERFUL!"

"ISN'T LIFE WONDERFUL"

LIST OF TITLES

1

(1) "ISN'T LIFE WONDERFUL,"

by Major Geoffrey Moss,

of the British Army.

in frame

2

(2) Produced under the personal direction of

D. W. GRIFFITH

Scenes made in Germany on the actual locations represented.

Copyright, 1924, by D. W. Griffith, Inc.

(3)

CAST

Inga, ----------Carol Dempster

Hans, ----------Neil Hamilton

The Professor, ----------Erville Alderson

The Grandmother, ----------Helen Lowell

The Aunt, ----------Marcia Harris

Theodor, ----------Frank Puglia

Rudolph, ----------Lupino Lane

Leader of Laborers, ----------Hans Schlettow

Laborer, ----------Paul Rehkopf

" ----------Robert Scholz

~~Working people, residents, etc., by natives~~

(4) A true story of real people and their struggles against overwhelming odds. We attempt in the telling to avoid all melodramatic impossibilities and far fetched situations so common to our screen.

(5) It concerns a family of Polish refugees in Germany, after the late war and through the financial debacle in 1923.

Note: An average of fifty people were killed daily during starvation riots, mostly over potatoes,-their principal food.

(6) The family is left in great distress, in a country whose money is destroyed. Buy? -- there is nothing to buy <u>with.</u> Here lovers find a new and impossible barrier against wedding: no place to live, and no possibility of getting money with which to buy.

(7) Berlin, the largest city in Germany.

(8) War.

(9) High explosives!
Dainty food for human beings!

(10) Behind these the directing generals; beyond, the autocratic rulers seeking power, and profiteers gaining wealth -- to these, perhaps, war may seem glorious.

(11) Poison gas.

(120 But what about these men -----

(13) War's harvest!

(14) The homeless ones -- refugees from Poland.

(15) The barracks give shelter to some.

(16) Waiting for shelter.

(17) Copenick, a suburb of Berlin.

(18) The family of a professor in a great university,- which the fortunes of war had now transferred to the control of another country.

(19) Inga and the grandmother. Inga, an orphan, lives with the professor's family, distant relatives.

(20) Theodor, the professor's son; Hans, the other son had not yet returned. from duty

(21) The professor's sister.

(22) The professor, absent-minded, eccentric -- the bewildered one.

(23) Rudolph, who had fallen in with the family on the journey, had formerly been a strolling player in Poland.

(24) "We'll have rooms tomorrow, and then Hans will be coming home; and everything will be all right."

(25) The scanty repast -- one potato each.

(26) Rudolph's ill-timed attempt to cheer things up.

(27) "Please -- DON'T."

(28) Two rooms: one for the women; another for the men. Each room must hold the full number of occupants regulated by a stringent law.

(29) End of Reel One.

(30) Reel Two.

(31) The professor, now reduced to correcting the examination papers of a nearby school.

(32) The old home.

(33) News of the return of Hans, the professor's other son. He had been drafted while a schoolboy into a war, in which, like many others, he had no part in the making.

(34) Hans, one of the returning soldiers. THE POPULACE ~~who~~ ~~were~~ insulted and often pelted THEM with stones upon their arrival.

(35) Inga and Hans had been sweethearts since childhood.

(36) With courage and hope they start to work.

(37) Hans in search of work.

(38) Rudolph procures a job as caretaker.

(39) Theodor works as a waiter in a Night Club, that he may finish his studies at the University.

(40) "Any chance of a job at your place?"

(41) "I was a dancer in Poland."

(42) Inga had already procured a situation -- her place of work.

(43) In the shipyards at Grunau, an adjacent suburb -- Hans secures work.

(44) End of Reel Two.

(45) Reel Three.

(46) "Made of the best rubber."

(47) Hunger-haunted ----

(48) Sunday -- Inga and Hans in the country.

(49) ABOUT THEM the apple harvest winds from the Baltic shore.

(50) Their farewell walk -- for Hans had again been ordered into service: The Green Police,- guard duty at the Ruhr.

(51) "They're taking you away again, Hans -- if anything happens to you, I'll just die."

(52) Hans's duty with the Green Police in the new disturbances at the occupation of the Ruhr proved too much for his already undermined constitution, and he was invalided home.

(53) He had battled long against the effect of privation, but finally gave way, and was overcome by a dangerous illness.

(54) "Be prepared for the worst."

(55) End of Reel Three.

(56) Reel Four.

(57) "He is in God's hands now -- we can only wait."

(58) If he dies, she will go too."

(59) "The crisis is past -- with good care he will pull through."

(60) Only potatoes! The best one, including part of her own, goes to Hans.

(61) "I've been thinking, Inga -- when things get better -- will you marry me?"

(62) "Oh, Hans, you're getting well -- and you -- and -- oh, isn't life wonderful!"

(63) With the convalescence of Hans, the family renew the battle.

(64) In the city, Theodor ----

(65) The Night Club, frequented mostly by profiteers and visiting foreigners.

(66) Theodor as a waiter.

(67) Costumes of paper.

(68) Even here, the none too good food is highly treasured.

(69) End of Reel Four.

(70) Reel Five.

(71) At the second-hand shop, after her regular working hours Inga ~~attempts~~ LABORS to earn a dowry.

(72) They allotted ground in the suburbs, where the people fought to save themselves from starvation.

(73) Building homes out of ammunition boxes.

(74) After his regular working hours, Hans ----

(75) Good ground for potatoes.

(76) Meanwhile, Hans ----

(77) "Want to buy a clock?"

(78) Customers.

(79) Her wages -- paid in second-hand furniture.

(80) To save the precious stockings.

(81) ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ **Their daily food consisted mostly of horse turnips.**

(82) "Isn't there anything but turnips?"

(83) "Inga and I -- we -- we ----"

(84) "What's the matter -- lost your job?"

(85) "Hans and I -- we -- we ----"

(86) "We want to get married."

(87) "What on -- turnips?"

(88) "You know very well there are no rooms to be had anywhere."

(89) "Where are you going to live?"

(90) "And what about the babies?"

(91) "Hans, we -- we can't marry without the family's consent."

(92) THEN, came the greatest debacle in all history: when a billion dollars in printed money -- the wealth of a Rockefeller -- fell to the buying power of one dollar.

(93) At the horse-meat butcher shop.

(94) "No more today."

(95) The indigestible horse turnips bring the grandmother to a dangerous state.

(96) "Nothing."

(97) Pay day.

(98) Two million men thrown out of work in one week.

(99) Three whose fate is to be strangely interwoven with that of Inga.

(100) The line at the beef butcher's.

(101) Three pounds of meat -- only 9,000,000 Marks!

(102) Necessary to go quickly, for a fair wage paid

one day in the inflated currency might be worthless the next, owing to the decline of the Mark in value.

(103) "15,000,000 Marks -- we've got more than enough!"

(104) End of Reel Six.

(105) Reel Seven.

(106) Three hours later.

(107) "When I got out of the line, the money had fallen so that I only had enough left to buy some bread."

(108) Still undaunted, Hans and Inga ----

(109) The wonderful dowry.

(110) Near their home, Hans finds a place ----

(11

(111) "No food; no place to live -- IMPOSSIBLE!"

(112) A neighbor called away leaves her hens with Inga.

(113) Hans wanting first to be sure of results, kept his outside work secret from the family.

(114) End of Reel Seven.

(114-1/2) Reel Eight.

(115) Hans shows Inga the allotment garden at the distant shipyard.

(116) "How lucky some people are!"

(117) "Hans, DON'T -- if the owner should see you ----"

(118) "These potatoes will be READY in three weeks -- and they are all ours."

(119) Food scouts.

(120) Grandmother's secret.

(121) Two hours later.

(122) Another surprise.

(123) Then followed a lucky day.

(124) Two American visitors.

(125) "You mean this junk would be a treat to your family?"

(126) "All the liverwurst in the house -- bring it!"

(127) A billion Marks!

(128) "This to the family, with a kiss all 'round."

(129) To the usual pasturing grounds, Inga takes her pet hens.

(130) But another menace brewing.

(131) End of Reel Eight.

(132) Reel Nine.

(133) "Liverwurst!"

(134) "An American ----"

(135) "More turnips!"

(136) "Wait."

(137) "Liverwurst!"

(138) Here, more happiness than in all the ~~xxxxxx~~ palaces on earth -- indeed, isn't life wonderful!"

(139) Rudolph also in luck.

(140) An old TUNE for granny.

(141) "Hans has -- has built a house for us."

(142) "We have enough potatoes to last you all winter, and enough to keep us too -- so we can get married."

(143) End of Reel Nine.

(144) Real Tan.

(145) "My own wedding dress -- I've made it over for you."

(146) But outside -- starvation still threatens the laboring people.

(147) A giant, whose clothes now fit loosely.

(148) Bread -- but too moldy.

(149) "I'll get something."

(150) Everything arranged -- the family pleased -- will now have more room for themselves.

(151) Desperate for food, they determine on strong measures.

(152) "There is food hidden in the country. The profiteers get it -- why not we?"

(153) Hans and Inga ~~leave~~ go to gather their little harvest, upon which their marriage depends.

(154) Real profiteers could get a fabulous price for a small piece of meat or a sack of potatoes -- by dealing, secretly, with those able to pay in gold.

(155) "Don't laugh; they can hear you for a mile."

(156) "No cheating--whatever we get, we'll divide here."

(157) End of Reel Ten.

(158) Reel Eleven.

(159) "It's empty--look for yourself."

(160) "It doesn't make any difference, Inga -- any other night will be just as bad."

(161) They take a different route home.

(162) "The rest is easy -- downhill all the way."

(163) End of Reel Eleven.

(164) Reel Twelve.

(165) Aided by the cloud-darkened moon ----

(166) "Profiteers!"

(167) "No, he isn't a profiteer; he's a working man, like you."

(167-1/2) "Wait -- wait -- we can prove it."

(168) The Union Card.

(169) "They're all we've got to [redacted] -- to get married on."

(170) "Of course, we understand your mistake."

(171) "You beasts!"

(172) "Yes, beasts we are; beasts they have made us."

(173) "Years of war and hell; beasts they have made us."

(174) "Oh, Hans, I -- I thought they had killed you."

(175) "Did they get them."

(176) "Do you mind -- very much, Hans?"

(177) "Nothing is of any use."

(178) "After all, I've still got you ----

(179) --- and you've got me -- and that's what matters most, isn't it?"

(180) "The moon -- look!"

(181) "Oh, Hans, you've escaped them -- I've still got you -- oh, isn't life wonderful!"

(182) "WONDERFUL!"

(183) THE END.

Corrected titles for English version of

"ISN'T LIFE WONDERFUL"

---

1. "Isn't Life Wonderful,"
By Geoffrey Moss,
Author of "Sweet Pepper."

3. C A S T

Inga,	Carol Dempster
Hans,	Neil Hamilton
The Professor,	Erville Alderson
The Grandmother,	Helen Lowell
The Aunt,	Marcia Harris
Theodor,	Frank Puglia
Rudolph,	Lupino Lane
Leader of Laborers	Hans von Schlectow
Labourer,	Paul Rehkopf
"	Robert Schols

5. The story is set in Germany after the Armistice: but only because it is where "the background" is stark, and where the "stage properties" are few, that the drama of life is clearest.

6. Omit this title.

~~11.~~ ~~Inga~~

18. Even here Inga finds a moment of happiness in the thought that they will have rooms tomorrow, and that Hans, her sweetheart, will soon be home.

19. Theodor, one of the Professor's sons. Hans, the other son, has not yet returned from the hospital.

28. News that Hans, the Professor's other son, is coming home. He had been drafted as a school boy to the war, which he at any rate had had no part in making.

29. The great occasion - - Hans comes home.

30. Hans and Inga had been sweethearts since childhood.

35. Hans - - though still weak from privation - - must find work.

37. The Harrods of Copenick.

38. Hans secures work in a shipyard some distance from home.

46. Sunday - - Hans and Inga in the country.

48. About them strays the apple harvest wind, which comes at twilight from the Baltic shores.

48½ Into this sweet sunlit holiday comes a troubling sorrow, for Inga, sensing the condition of Hans' health, becomes fearful of the future.

49. War has left its mark - - and Hans is dangerously ill.

58. Only potatoes! The best one, and part of her own, goes to Hans.

61. "Oh, Hans, you are getting well - - and you - - and oh, isn't life wonderful!"

62. With the convalescence of Hans, the family take heart again.

66. Omit this title.

68. Omit title and scene.

71. Hans secures an allotment inside the shipyard grounds.

73. At the second-hand shop, after her regular working hours, Inga labours to earn a dowry.

75. Meanwhile, Hans ----

83. Beneath the apple harvest moon.

86. "Hans and I - - we - - we - - "

92. "Hans, we - - we can't marry without the family's consent."

93. The greatest financial disaster in history! While the value of the mark falls hourly ----

96. Soon a billion marks will not be worth a shilling!

104. The queue at the butcher shop.

110. Still, Hans and Inga ----

112. Near their home, Hans finds a spot ----

114. Afterwards - - Hans, wanting first to be sure of results, had kept his plans secret.

115. Hans shows Inga the allotment garden at the Blohm shipyard.

117. "Hans, don't - - if the owner should see you ---"

119. Food raiders.

126. A neighbour called away, leaves her hens with Inga.

129 "All the liver sausage in the house - - bring it!"

133. But another menace threatens!

136. "Liver sausage!"

137. Omit this title.

141. "Liver sausage!"

148. "Hans has - - has built a house for us."

151. Outside starvation threatens the labouring classes. But the profiteers - - living in luxury - - are indifferent to the suffering of the people.

160. Hans and Inga go to gather the little harvest upon which their marriage depends.

185. "Oh, Hans, I - - I thought they had killed you."

187. "Do you mind so - - s- much, Hans, dear?"

191. Omit insert of moon and title.

192. "Oh, Hans, you've escaped them - - I've still got you - - oh, isn't life wonderful!"

Substitute HANS for PAUL THROUGHOUT

CORRECT TO ENGLISH SPELLING (such as OUR)

List of Titles
suggested for English version

1. 'Isn't Life Wonderful'!
By Geoffrey Moss
Author of 'Sweet Pepper'.

2. No change

WAR scenes are certain to be shown

3. No change.

4. This is a story of simple people.

NO

(Suggest nothing but the above)
(But if more is required,- suggest:

~~(It sets out to show - -
But love is so precious as to make beautiful all that it touches)~~

5. The story is set in Germany after the Armistice: but only because - - it is where the "background" is stark, and where the "stage properties" are few, that the drama of life is clearest.

OK -

6. Suggest that 6 might be omitted. An English audience is pretty well aware of the state of Germany since the war.
(Major Moss very strongly urges that this be adopted)

Irrelevant

7. Suggest omit picture of Berlin and title.

NO

8. WAR! !) Perhaps
(Suggest flash of trench) these
movements)) two might
) be
9. DEFEAT!) omitted.
(Suggest flash of H.E.)
shells exploding.))

NO

NO

(Suggest after close-up of "the man": TITLE It is not those who call for war who pay its cost.)

10. Suggest omit picture and title. (CENSOR)

No

11. Suggest omit title. (CENSOR)

No

12. ~~No change.~~ suggest omit

No

13. NO Suggest omit,
or
Looking for shelter.

14. NO Nowhere to go!

15. No change.

16. NO Among the refugees driven from Poland, and seeking homes in Germany is the family of a harmless old professor.

17. NO No change. OK Inga's grandmother. Inga was an orphan, lived with the professor's family, distant relation

18. NO Suggest omit, or at any rate alter title.

19. NO Theodore, one of the professor's sons.

20. No change.

21. " "

22. NO Rudolph - - another refugee - - who had formerly been a strolling player in Poland.

23. No change.

24. NO (Suggest close view of "the three" instead of "the two" ~~Three~~ - - who shall cast a sinister shadow across the fate of Inga.

25. No change.

26. " "

27. " "

28. NO News is received that Hans, the professor's other son is coming home. He had been drafted to the war while still a schoolboy. ~~in which he had~~

29. NO Hans comes home.

30. OK Hans and Inga had been sweethearts since childhood. V. strong on this

31. No change.

32. End Reel One

33. Rell Two

34. No change.

35. " "

36. " "

37. Suggest omit, or substitute: The Marvels of Copenhagen.

38.

39. No change.

40. " "

41. " "

42. " "

43. " "

44. " "

45. " "

46. Hans and Inga in the country.

47. About them strays the apple harvest windx
Which comes at twilight from the Baltic shores.

49. War has left its mark: and Hans is dangerously ill.

50. Suggest omit.
Otherwise no change.

51. And Inga watched - - - - -

52. No change.

53. " "

54. End Reel Two.

55. Reel Three.

56. No change.

57. " "

58. No change.

59. OK Suggest omit - - otherwise no change.

60. OK "Inga dear, as soon as I'm better - - can't we get married?"

61. OK "Oh, isn't life wonderful!"

62. No change.

63. " "

64. " "

65. " "

66. OK Suggest omit "costumes of paper." title ~~Instrument - pi title.~~ So many English have defined condition.

67 No change.

68. OK Suggest omitting title take out title + scene

69 No change

70. ~~Building homes out of old making crests, punctuation bows~~ No change!

71. No change.

72. " "

73. OK Alter to English spelling

74. No change.

75. " "

76. " "

77. " "

78. End of Reel Three.

79. Reel Four.

80. No change.

81. " "

82 " "

83. OK Beneath the apple harvest moon. V-S.

84. No change.

85. " "

86. No change.

87 " "

88. " "

89. " "

90 " "

91. " "

92. " "

93. OK while The greatest financial disaster in history, ~~which~~ the value of the mark ~~falling rapidly!~~ falls heavily....

94. No change.

95. OK Soon a billion Marks will not be worth a shilling!

96. ~~Suggest omitting title - otherwise~~ no change.

97. ~~Suggest omitting title - otherwise~~ no change.

100. No change.

101. NO The fatal three with whom Inga's fate is to be strangely interwoven.

102. OK The queue at the butcher shop.

103. No change.

104. NO ~~If one does not go quickly the money will have lost half its value!~~ STA If she does not go quickly the money ~~will~~ have lost half its value.

105. No change.

106. End of Reel Four.

107/ Reel Five.

108. ~~Ok~~ No change.

109. No change.

110. " "

111. " "

112. " "

113. " "

114. " "

115. ~~Hans takes Inge to show her his secrets.~~

116. ~~Suggest omitting.~~ STop

117. ~~" "~~

118. ~~" "~~

119. OK Food raiders.

120. ~~Grandmother has her secret too.~~ No change ~~[illegible]~~

121. No change.

~~122. Suggest omitting.~~

123. End of Reel Five.

124. Reel Six.

125. No change.

126. OK Correct to English spelling. neighbour

127. No change.

128. " "

129. OK "All the liver sausage in the house - bring it!" OK

130. No change.

131. " "

132. " "

133. OK ~~Frankie~~ ~~Coming events cast their shadow - - -~~ But another message thereafter. OK.

134. No change.

135. " "

136. OK "Liver sausage!"

137. OK Suggest omit. (if not leave him as an American)

~~138. "What about asking the neighbours?"~~

139. No change.

140. "m "

141. OK Liver sausage.'

142. ~~"Oh! Oh! Oh!"~~ omit

143. No change.

144. End of Reel Six.

145. Reel Seven.

146. No "Some ~~old~~, old-fashioned tune for Drunie!"

147. No change.

148. " "

149. " "

150. " "

151. OK ~~Correct to English spelling.~~ Outside starvation threatens the labouring classes. But the profiteers - living in luxury - are indifferent to the suffering of the people. ~~Their own people, not the~~

152. No change.

153. " "

154. " "

155. ~~So now everything is settled!~~ No change

156. No change.

157. " "

158. No Desperate for food, they determine ~~to take~~ ~~upon strong measures~~ what they cannot ~~(TRY AGAIN)~~ buy.

159. No change.

160. " "

161. " "

162. " "

163. End of Reel Seven.

164. Reel Eight.

165. No "Whatever we get we'll divide here. If anyone tries to cheat I'll - - - ! ! ! "

166. No "Food! ! ! "

167. No change.

168. No change ~~exciting interrupts~~

166. ~~"Any other time will be just as bad, anyhow, it'll be dark when we are bringing home the potatoes."~~

169. ~~Suggest unnecessary~~ ~~the great finds~~ ~~good traditions~~ No change

170. No change.

171. " "

172. " "

173. " "

174. No "Food! ! !"

175. End of Reel Eight

176. Reel Nine.

177. No change.

178. " "

179. " "

180. " "

181. " "

182. " "

183. " "

184. No "War and hell! And not a hope to live for! - - Beasts we are ! ! Beasts!!! " O-K.

185. No change.

186. " "

187. No "Do you mind - - so - so much, my Hans?" O-K.

188. No change.

189. " "

190 " "

191. OK Suggest omitting insert of moon and title. OK.

192. No change.

193. "WONDERFUL!" (in capitals)

194. END.

"[illegible]" - Continuity, scenes of family in and about house.

SCENE Polish refugees - family on steps.

Business of getting potatoes; feeding grandmother at the same time, by girl.

SCENE In room. Awaiting news of Boy's return. Inga leaves to get food to prepare for his return. Inga returns, unsuccessful.

SCENE Same room. The boy's return.

SCENE m Boy called to the Ruhr.

SCENE Boy in bed from illness contracted at the Ruhr.

Doctor in room; family waiting; condition serious; Inga in next room, heartbroken. They await the crisis. The crisis is passed. The Doctor says that with good luck he will recover.

(All of these scenes in sitting room)

SCENE Waiting in room. Hammer business.

Father and family quarreling.

Hans exits to work.

Hans gets job in shipyard; Inga at work in store.

SCENE Bad coffee. Family at table.

Love scene between Hans and Inga across table. Father looks; grandmother looks.

SCENE Hans and Inga at window in next room.

Love scene - Must get married.

SCENE They return to family. Tell them they wish to get married. Grandmother objects - They have nothing to get married on - separates them. At end of scene softens towards Inga.

SCENE Hans working potato patch. Inga working at night in furniture store; Inga taking home chair.

SCENE Grandmother's dowry - two cups and saucers, one chair.

SCENE Hans building house. (~~[illegible]~~

(Hans is not in house when Inga returns with chair)

SCENE Inga and father alone in house. "I wonder where Hans is."

SCENE Their lucky day. Saturday afternoon. Inga takes chickens out to pasture.

~~SCENE~~ ~~Pasturing~~

SCENE Featuring chickens. Hans returns to house, Potatoes. Hides them in kitchen - asks father where Inga is. Father replies that she is at the windmill.

SCENE At the windmill. Theodore at Night Club. Receives food from rich American. Comes to mill - shows it to Inga. Happy return of children to house.

Inga puts hens in yard; prepares meal in kitchen. Hens cackle. Business of finding eggs.

SCENE Bringing food into room, showing potatoes.

Two eggs.

Liverwurst.

After dinner, entertainment by company. They dance. At finish, Hans tells them he has enough potatoes to last through the winter for the family and for himself.

Grandmother disgruntled - goes off - returns with wedding dress..

All is happiness.

SCENE Hans and Inga leaving kitchen of house.

SCENE Leaving allotment house with empty wagon.

Scenes of workmen with wives - "Give us food" - Going out to get it.

Scene of food riots.

Workmen in woods - workmen divide to search for food.

Workmen accost Hans and Inga. Inga wants to return, but Hans says any other night will be just as bad. Wants to secure food and take another road home.

Hans and Inga discovered in distance by hungry workmen; pursuit; overtaken; captured; food taken from them. Inga says - "After all-you have me, and I have you."

ADDITIONAL SCENE -- chimney sweep.

Chimney sweep is seen off the hall in refugees' home. His clothes are clean; his face is clean; he wears silk hat; has bag over shoulder.

Inga comes in hall to garbage can.

Admiration of sweep.

Scene of Inga returning with chair. Steps on the way attracted by music.

Scene of cheering up disconsolate neighbors.

the lee basket more than they consume. He falls in love with Lotchen. She will not permit his advances, and thinking her therefore virtuous becomes the more infatuated.

Theo waiting in a line for a job. A procession of disgruntled unemployed passes. The police come in contact with it. A riot ensues, Theo who had no part in it, is arrested and taken off to the police station.

There he tells them that his wife can substantiate his innocence of being a political agitator. A police agent is sent to their room. It is late, and Lotchen is at the night club. He makes inquiries from neighbors who know that Lotchen dances in a night resort. He draws his own conclusions. On his return to the police station, he tells his chief. Theo is put in jail for the night.

Early next morning Lotchen comes home from work. The neighbors jeer at her, thinking that the police visit to her room must have indicated that she was leading a life very different from that which she pretended. They do not know what has happened to Theo, except that he has not returned. They tell her that he must have gone away, and that no one could blame him.

Lotchen goes up to the room and finds that Theo has not come back. Very dejected she goes out again. The neighbors pelt her with offal. She runs out into the street.

She wanders about going to see Theo's friends, to ask what has happened to him. No one knows.

That night the police visit the club to question her. They tell her nothing. The other dancing girls come to the same conclusion, as the neighbors have done. They jeer at Lotchen for having pretended to be so pure. She is taken off to the police station to give her evidence.

The chief of thestation interviews her. He is told by his agents what they have heard about her. Naturally he accepts their conclusion. He tells her that she is not on the police list; that he will see that she doesn't have any trouble with the police; and sidling up to her attempts advances. She recoils, and when he tries to put his arm around her, screams. He is angry.

Next morning at the trial, the chief of the police station says

tomis taking the girl away with him?

Lotchen arrives; she has her little bundle of clothes with her; she is holding back her tears.

The Colonel who is sitting with the boy asks her to sit down. He asks her if it is true that she is going away with the subaltern. She nods. The older man thinks for a minute; then he turns to the boy and asks what he knows about her. Is he certain that she is not an adventuress? If so, how does he know? What does he know about her at all? Lotchen cannot look at him. The boy grows angry at this -- he has been drinking. He stands up, and says that for himself - he is satisfied that he knows enough about Lotchen; that it is no one's else business.

The Colonel turns towards him; will he dare then -- to look in her bag which lies on the table, and examine her identification card? Will he dare to see what profession is registered on it?

The boy is pale but determined. He will dare!

Lotchen sits limply at the table, her face covered in her hands. The boy empties her bag. It contains four things. The ticket he has given her. Her identification card, showing her as a married woman. A receipt from the Doctor showing that - - in return for the exact amount he has just paid her - - her husband will be taken in as a patient. And a pawn ticket for her wedding ring.

The boy sinks down and covers his face in his hands. The Colonel counts out a sum in notes, and slips them with her other belongings back into Lotchen's bag. He lays his hand on the boy's shoulder. The boy and he go out together.

The boy takes the steamer alone that morning. As it winds its way through the Danubian forests, he sits sadly watching the wake.

In Vienna Lotchen sits by the bed of her recovering husband.

Membership Certificate No. 65

Motion Picture Relief Fund
of America, Inc.

This is to Certify that

D. W. Griffith

is a Life Member of the Motion Picture Relief Fund of America, Inc.

In Testimony Whereof, the Corporation has caused its corporate name to be signed and its corporate seal to be affixed by its duly constituted officers.

Motion Picture Relief Fund
of America, Inc.

By Joseph M. Schenck
President

By Mary Pickford
Vice President

Attest: Mal Doan
Secretary

1924 (4)

TRADE ACCEPTANCES

	AMOUNT	OPEN	DUE AUG.	DUE SEPT.	DUE OCT.
Brulatour	$ 7604.70	1911.55	1557.64	3535.51	500.00
Capehart Carey Corp.	38297.39		17773.10	20524.29	
Central Union T. Co.	15004.16	15004.16			
Chicago show bills	16971.36			16971.36	
Commanday Roth Co.	8426.95		5376.85	3050.08	
Craftsman Film Lab.	4193.47	193.47	4000.00		
Eastman Kodak Co.	1227.33		1227.33		
Eaves Costume Co.	14498.76		4500.00	5500.00	5000.00
First Nat'l Bank Mem.	1000.00			1000.00	
Gimbel Brothers	1253.63	1253.63			
Gascoigne Reid & Co.	1688.02			688.02	1000.00
A. V. Hains (Taxes)	8252.34	8252.34			
H. T. McGivney "	2291.94	2291.94			
Hepners	3448.66			1650.00	1848.66
Insurance premiums	15466.34		11004.58		4461.76
W. F. Irish	1457.58	26.44	1431.14		
Larkin, Rathbone & Perry	1500.00	1500.00			
J. A. Mahlstedt Co.	2966.43		2464.63	500.00	
Miner Litho. Co.	4254.77	248.60	2389.66	1616.51	
M. P. Prod & Dis. of A.	7513.75	3655.00	3858.75		
M. B. Newcomb	1000.00		1000.00		
Powers Film Products	1570.20		1570.20		
John L. E. Pell	1500.00			1500.00	
Price, Waterhouse & Co.	1850.33	1100.33		750.00	
Shubert, Inc.	20500.00		7500.00	13000.00	
Transocean Film Co.	7352.70	7352.70			
Winterburn Press	2768.00		2762.00		

1924 Jan (2)

Executive Committee:
Robert Van Vook
Director
Eleanor Fitzgerald
Secy.-Treas.
Edna Kenton
Susan Glaspell
Agnes O'Neill

Leon Chrenkmerton
Technical Director

THE PROVINCETOWN PLAYERS
133 MacDougal Street
New York

Telephone - Spring 8868

1924

My dear Miss Driswold:

This introduces Miss Marie Rosalie Booth who has worked beautifully with us this year. I hope you may be able to give her work with you during your season at the Greenwich Village Theatre. She is a niece of Edwin Booth, and was for a long time his leading lady - as she was also leading lady for Lawrence Barrett and John McCullough. She was for seven years with Lester Wallack's stock company at Broadway and 30th. As you can see she links up with our best traditions of the stage. Her latest long engagement in New York was in "Seven Days' Leave" at the Park Theatre which ran for six months. Since then she has done a good deal of picture work with Mary Pickford, whom she was with for forty weeks, and Geraldine Farrar and Caruso, which, as she says, doesn't "count" on the speaking stage, but I put it in.

I hope that you may be able to cast her in some of your productions.

Cordially yours,

EDNA KENTON

THE HOPE OF THE WORLD

A New Language of Man —
The Motion Picture

By
Thomas Dixon

Author of "The Clansman"
"The Leopard's Spots," "The
Black Hood" etc

D APPLETON AND COMPANY
NEW YORK : 1924 : LONDON

Residual value

U.S. 1,750,387

World 2,972,201

Power

P. 200,000.

B. 50,000.

Int. 3,433.33

253,433.33

Oct 20 10

243,433.33

Oct. 4 cash 340,000.

Oct 27 - Equity

$416,000.

C.P.F. 185,000

B 50,000.

Int 27,344.80

212,344.80

8%

Oct 20 - 227,350.80

243,438.33

472,784.13

Oct 27. 20,000.

$452,784.13

Nov 3. 20,000

432,784.13

Nov 10. 20,000

412,784.13

Nov 17. 20,000

$392,784.13

Nov 24 - 20,000.

372,784.13

Dec 1 20,000

352,784.13

Dec 8. 20,000.

332,784.13

16

16

16

Greenhorn Club

£ sterling £	= 4.8771
French Fcs.	= .0400
£ sterling £	= 4.8676
Per cent %	= .0463
Argentine Pesos	= .1175
Chilean Pesos	= .1070

COMPARATIVE STATEMENT OF GROSSES TAKEN THROUGHOUT THE WORLD

PICKFORD PRODUCTIONS

Country	Total to W/E	POLLYANNA	S U S S	LOVE LIGHT	DADE HOUR	FAINTHEART	T H E S	ROSITA	SECRETS FASHION	TOTALS
United States	9/20/24	$ 857,495.59	$ 941,343.67	$ 943,088.23	$ 588,569.42	$ 857,326.60	$ 911,392.37	$ 626,489.21	$ 573,019.56	$5,602,664.69
Canada	9/20/24	63,408.30	43,967.00	48,619.50	36,890.50	61,711.07	60,168.45	57,708.03	41,370.45	409,832.20
C u b a	9/20/24	4,117.56	2,851.94	2,785.50	3,106.82	4,292.67	2,763.86	3,465.59	4,004.83	28,332.87
Mexico	9/20/24	2,987.05	2,476.48	3,415.48	2,311.01	4,190.72	4,887.74	5,013.14	3,914.71	29,197.59
British Isles	9/12/24	169,874.50	112,330.69	89,491.46	101,314.11	151,268.98	123,558.61	122,121.61	78,291.30	948,951.06
Cont. Europe	8/23/24	41,021.14	16,770.28	14,989.03	50,785.91	56,170.32	32,371.64	29,698.49	—	241,786.79
Australasia	7/26/24	45,603.42	18,992.19	19,167.66	29,021.69	34,405.74	56,706.75	28,992.76	2,077.92	232,970.06
South America	7/31/24	1,948.27	1,193.80	3,075.92	2,259.14	5,027.83	5,713.47	—	—	20,217.43
Far East	6/28/24	11,251.88	8,887.05	11,568.81	2,169.50	25,277.73	27,340.99	2,917.80	1,456.90	96,971.56
		$1,198,301.51	$ 748,813.94	$789,921.95	$ 816,428.93	$1,199,671.46	$1,226,500.08	$1,074,010.63	$704,137.67	$7,699,786.17

FAIRBANKS PRODUCTIONS

	Total to W/E	MAJESTY	CLOUDS	HOLLYTOODLES	ZORRO	R U T	MUSKETEERS	ROBIN HOOD	THIEF	TOTALS
United States	9/20/24	$ 592,609.56	$ 554,162.06	$513,232.40	$ 598,979.93	$ 514,949.12	$1,392,729.56	$1,814,238.09	—	$5,980,900.72
Canada	9/20/24	34,831.50	32,425.25	30,548.75	35,740.42	26,325.00	72,857.28	111,012.97	—	343,739.17
C u ba	9/20/24	5,147.67	4,130.88	5,951.18	8,039.11	4,164.10	14,798.77	9,984.40	—	52,216.11
Mexico	9/20/24	3,081.30	2,280.15	3,048.23	6,803.45	2,671.01	10,666.58	6,836.78	—	35,387.50
British Isles	9/12/24	71,590.12	90,438.92	90,136.83	143,469.20	81,710.39	159,997.42	384,091.93	32,886.46	1,054,321.27
Cont. Europe	8/23/24	44,391.84	30,415.17	47,712.53	95,709.53	40,349.90	44,499.99	163,721.37	—	466,800.33
Australasia	7/26/24	16,595.65	15,385.84	16,507.92	24,268.89	16,369.39	32,932.72	77,898.91	—	199,955.92
South America	7/31/24	4,372.42	3,499.93	5,314.92	11,995.37	5,730.89	16,930.94	25,754.95	—	73,599.42
Far East	6/28/24	8,506.75	9,656.13	10,103.32	17,433.82	8,707.93	29,435.13	50,992.97	1,945.20	136,786.25
		$781,126.81	$742,396.33	$722,554.08	$ 942,436.32	$700,977.73	$1,774,851.39	$2,644,532.37	$ 34,831.66	$8,343,706.69

GRIFFITH PRODUCTIONS

	Total to W/E	BLOSSOMS	DREAM STREET	LOVE FLOWER	E A S T	ORPHANS	NIGHT	ROSE	AMERICA	NATION	TOTALS
United States	9/20/24	$566,284.04	$514,251.73	$369,531.06	$1,726,080.11	$1,155,427.93	$777,076.11	$652,704.14	$676,185.38	$322,630.29	$6,760,170.79
Canada	9/20/24	44,595.25	32,839.59	29,725.00	90,504.65	81,596.21	31,858.58	28,436.68	225.00	7,571.06	347,352.02
C u b a	9/20/24	—	2,550.25	3,843.60	10,699.17	16,667.49	3,040.33	2,865.22		229.49	39,895.55
Mexico	9/20/24	3,071.05	2,228.02	1,937.69	9,541.13	12,816.30	4,379.92	1,878.42		4,278.05	40,130.58
British Isles	9/12/24	—	66,107.06	—	705,440.96	—	156,760.11	—	—	—	928,308.13
Cont. E urope	8/23/24	—	22,408.28	12,018.55	14,841.03	—	16,406.52	11,852.48	—	—	77,526.86
Australasia	7/26/24	24,681.07	19,624.80	19,721.77	99,227.61	62,162.13	27,761.01	32,544.84	—	—	285,723.23
South America	7/31/24	—	2,782.57	3,280.91	10,300.23	24,084.29	8,218.96	7,483.47	—	—	56,150.43
Far East	6/28/24	—	13,312.38	8,330.50	53,871.75	46,435.50	5,769.10	2,674.65	—	35,234.28	165,628.16
		$638,631.41	$676,104.68	$448,389.08	$2,720,506.64	$1,399,189.85	$1,031,270.64	$740,439.90	$676,410.38	$369,943.17	$8,700,885.75

CHAPLIN PRODUCTIONS

	Total to W/E	WOMAN OF PARIS	TOTALS
United States	9/20/24	$608,534.43	$608,534.43
Canada	9/20/24	24,042.13	24,042.13
C u b a	9/20/24	2,411.67	2,411.67
Mexico	9/20/24	3,563.60	3,563.60
British Isles	9/12/24	146,329.89	146,329.89
Cont. Europe	8/23/24	32,469.81	32,469.81
Australasia	7/26/24	18,345.72	18,345.72
South America	7/31/24	11,224.00	11,224.00
Far East	6/28/24	3,160.95	3,160.95
		$850,079.20	$850,079.20

fd 1924 gen (8)

NOVEMBER 22nd 1924.

PAY ROLL No. 275

ON PAY ROLL	OFF PAY ROLL	
	Kate Bruce	$50.00
	H. Sartov	500.00
	~~H. Santsonich~~	~~175.00~~
	H. Lowell	300.00
	M. Harris	57.14
	F. Puglia	57.14
	J. Lowe	32.50
	Decrease	$986.78

Pay roll week ending November 15th 1924 -	$5,207.28
Pay roll week ending November 22nd 1924 " "	4,045.50
	175.00
	$986.78

Treasurer.

November 29th 1924.

PAY ROLL NO. 276

ON PAY ROLL		OFF PAY ROLL	
Kate Bruce	$100.00	E. Alderson	200.00
		C. Lauer	25.00
		J. Lowe	12.50
		E. Byrnes	40.00
Increase	100.00	Decrease	277.50
			100.00
		Total decrease	177.50

Pay roll week ending Nov. 22nd 1924 - $4220.50
Pay roll week ending Nov. 29th 1924 - 4043.00
177.50

Treasurer.

December 6th 1924.

PAY ROLL NO. 277...

ON PAY ROLL		OFF PAY ROLL.	
E. Byrnes	$17.50	~~H. Sintzenich~~	~~175.00~~
E. Byrnes	40.00	K. Bruce	50.00
I. Sinnott	25.00	J. M. Austin	30.00
Increase	82.50	Decrease	255.00
		Increase	82.50
		Total decrease	172.50

Pay roll week ending November 29th 1924 - $4043.00
Pay roll week ending December 6th 1924 - 3870.50
172.50

H. Sintzenich 175.00 added per J.C.Epping's instructions.

Treasurer.

3870.50
175.—
4045.50

D. W. GRIFFITH STUDIO

ON AND OFF PAY ROLL

NAME Pat Rooney

EMPLOYED AS Painter SALARY $15.00

ON PAY ROLL _____ ~~OFF PAY ROLL~~ _____

REMARKS 1 week only

started Dec 5th at 8 AM.

12/14-15.45 DEPARTMENT O. K. D Danaher

D. W. GRIFFITH STUDIO

ON AND OFF PAY ROLL

NAME Mark Margolis

EMPLOYED AS pos. developer SALARY (55 same)

ON PAY ROLL Dec 4th 8 AM. OFF PAY ROLL _____

REMARKS _____

12/13/24 - #65. DEPARTMENT O. K. D Danaher

December 15th 1924.

PAY ROLL NO. 278

ON PAY ROLL.		OFF PAY ROLL.	
Irene Sinnott	25.00	Ed. Byrnes	17.50
		Irene Sinnott	25.00
		H.Sintzenich	175.00
		J.Porkorny	18.00
	15.00		235.50
			15.00
		Decrease	2 20.50

Pay roll week ending Dec. 6th 1924 - $4045.50
" " " " " 13th " 3825.00
220.50

Treasurer

December 20th 1924.

PAY ROLL NO. 279

ON PAY ROLL		OFF PAY ROLL	
Irene Sinnott	$5.00	Ed. Byrnes	$40.00
Increase	5.00	Decrease	40.00 5.00
		Decrease	35.00

Pay roll week ending Dec. 13th 1924 - $3825.00
" " " " Dec. 20th 1924 - 3790.00
35.00

Treasurer.

CHECKS

CC-Certified Checks
GC-Group Collected
IN-Advice of Letter
D-Debit Memo
RT-Returned Item
C-Cut Off

DEPOSITS

CO-Collections
GC-Group Collected
IN-Interest
L-Loans - Discount
RT-Credit Memo

G. & H. Pictures,
% G. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE, CORNER 43RD STREET
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD		217
					[illegible]	1,633.00
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
				BALANCE		1647 17

JAN 21 1924

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS

CC-Certified Checks
SC-Bank Commission
IN-Advised by Letter
C-Credit Memo
RT-Returned Item
CBT-CBT

G. & H. Pictures,
B. O. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

DEPOSITS

CC-Collections
SC-Bank Commission
IN-Interest
C-Loans & Discount
RT-Credit Memo

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE, CORNER 43RD STREET
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	JAN 24	1,647.17
	FEB 1	1,638.00 —			FEB 1	65,000.00
	FEB 1	65,000.00 —				
	FEB 6	2.24 —				
	FEB 7	3.00 —				
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
				BALANCE		3 23

FEB 29 1924

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS

CC-Certified Checks
RC-Error Corrected
IN-Advised by Letter
C-Credit Memo
RT-Returned Item
LST-List

DEPOSITS

CO-Collections
RC-Error Corrected
IN-Interest
C-Loans & Discount
RT-Credit Memo

G. & H. Pictures,
% D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE, CORNER 43RD STREET
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	MAR 31	3 93
5						
10						
15						
20						
25						
30						
35						
40						
45						
50			APR 31 1924	BALANCE		3. 93

EXAMINED
H. GANTZER
NEW YORK

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT

ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
IN: Advised by Letter
L: Debit Memo
RT: Returned Item
CHT: Chgt

DEPOSITS
CC: Collections
IN: Interest
L: Loans - Discount
RT: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
			BALANCE BROUGHT FORWARD		APR 30	3.93
	APR 4	1.25				
	MAY 4 TEX	3.00			MAY 6	1.25
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	MAY 31 1924		BALANCE			93

EXAMINED
H. J. JANTZER
NEW YORK

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
IN: Advices of Letter
D: Debit Memo
R: Returned Item
CH: Clef

DEPOSITS
CO: Collections
IN: Interest
L: Loans - Discount
M: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
			BALANCE BROUGHT FORWARD		MAY 31	23
	JUN 2 9	20000 7			JUN 4 9	20000
					JUN 5 9	12500
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	JUN 30 1924		BALANCE ☞			12593

EXAMINED
H. J. JANTZER
NEW YORK

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
IN: Advised by Letter
L: Debit Memo
RT: Returned Item
C.O.T.C.I.C.F.

DEPOSITS
CC: Collections
IN: Interest
L: Loans - Discount
RT: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	JUN 30	12593
5	JUL 1	12500 —				
10						
15						
20						
25						
30						
35						
40						
45						
50						
	JUL 31 1924			BALANCE		.93

EXAMINED
H. J. JANTZER
NEW YORK

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CS: Certified Checks
IN: Advices by Letter
C: Debit Memo
RT: Returned Item
Cor: Cor

DEPOSITS
CO: Collections
IN: Interest
L: Loans - Discount
Cr: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	AUG 31	.93
	SEP 3	125			SEP 3	4,099,376
	SEP 4	3,599,357			SEP 24	125
	SEP 4	500,00				
5						
10						
15						
20						
25						
30						
35					Sept. 2	Pr
40						
45						
50						
		SEP 30 1924		BALANCE ☞	SEP 30 1924	.93

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC-Certified Checks
IN-Advices of Letter
L-Debit Memo
RI-Returned Item
CC-Clef

File 1924 Sh. (F)

G. & H. Plaquet,
S. D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

DEPOSITS
CC-Collections
IN-Interest
L-Loans-Discount
RI-Credit Memo

Oct. 1924

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	SEP 30	93
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	OCT 31 1924			BALANCE		93

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
IN: Advices of Letter
L: Credit Memo
RC: Returned Item
Cor: Cor

DEPOSITS
CC: Collections
IN: Interest
L: Loans - Discount
RC: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

Nov. - 1924

IN ACCOUNT WITH MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD		
	NOV 19	✓ 100.00			NOV 24	1.23
					NOV 17	✓ 100.00
					NOV 26	✓ 272.07
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	NOV 30 1924			BALANCE		273

Pak

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: CERTIFIED CHECKS
TR: ADVICE OF TRANS
C: DEBIT MEMO
RT: RETURNED ITEM
COT: C.O.T.

DEPOSITS
CC: COLLECTIONS
IN: INTEREST
C: LOANS - DISCOUNT
RT: CREDIT MEMO

G. & H. Fleischer,
& D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

Dec - 1924

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	RATE	CHECKS	RATE	CHECKS	RATE	DEPOSITS
				BALANCE BROUGHT FORWARD	NOV 30	27300
	DEC 9	125 00				
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	DEC 31 1924			BALANCE		148 00

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
IN: Advice Collection
C: Debit Memo
RC: Returned Item
Cor: Cler

DEPOSITS
CC: Collections
IN: Interest
C: Loan Discount
RC: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

JAN. - 1925

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	DEC 31	1460 00
	JAN 3	1 25 -				
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	JAN 31 1925			BALANCE ☞		146 75

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CS: Certified Checks
(D) Advised by Letter
L: Debit Memo
Rt: Returned from
Col: List

DEPOSITS
CS: Collections
(N) Interest
L: Loans: Discount
Rt: Credit Memo

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

FEB- 1925

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	JAN 31	146.75
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
		FEB 28 1925		BALANCE ☞		146.75

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: Certified Checks
TR: Returned by Letter
C: Debit Memo
RC: Returned Item
COT: C.O.T.

DEPOSITS
CC: Collections
IN: Interest
C: Loans - Discount
RC: Credit Memo

G. & H. Pictures,
% D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

March - 1925

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	3 2 8	1 4 6 7 5
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	MAR 31 1925			BALANCE ☞		146.75

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CHECKS
CC: CERTIFIED CHECKS
IN: ADVICE BY LETTER
L: DEBIT MEMO
RT: RETURNED ITEM
CHT: CHT

G. & H. Pictures,
D. W. Griffith, Inc.,
1476 Broadway, New York, N. Y.

DEPOSITS
CC: COLLECTIONS
IN: INTEREST
L: LOANS - DISCOUNT
RT: CREDIT MEMO

April - 1925

IN ACCOUNT WITH

MANUFACTURERS TRUST COMPANY

513 FIFTH AVENUE
NEW YORK

	DATE	CHECKS	DATE	CHECKS	DATE	DEPOSITS
				BALANCE BROUGHT FORWARD	MAR 31	146.75
5						
10						
15						
20						
25						
30						
35						
40						
45						
50						
	APR 30 1925			BALANCE		146.75

PLEASE EXAMINE STATEMENT OF ACCOUNT AND VOUCHERS AT ONCE
IF NO ERROR IS REPORTED IN TEN DAYS THE ACCOUNT WILL BE CONSIDERED CORRECT
ADVISE US PROMPTLY OF CHANGE OF ADDRESS

CANCELLED CHECKS NOT FILMED
AVAILABLE IN COLLECTION.

UNITED ARTISTS CORPORATION

Film Rental Report

Toronto
(Exchange)

Judith of Bethulia
(Name of Production)

Week Ending Jan. 12th 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	PLAY DATES	LENGTH OF RUN (DAYS)	RENTAL PER CONTRACT			Over Flow	H. O.
			NO BOOKINGS							
		Balance	due U. A. C. W/E	Jan. 12th, 1924.		$215	26			

145-21

UNITED ARTISTS CORPORATION

Film Rental Report

JUDITH OF BETHULIA (Name of Production) (Roadshow)

Week Ending January 19th, 1924

CONTRACT NUMBER	CITY	STATE	THEATRES	PLAY DATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT			Shares Rolls	H. O. #
			NO BOOKINGS							
		Balance due U. A. C. w/e 1/19/24				216	28			

LGE-55.

UNITED ARTISTS CORPORATION

Film Rental Report

JUDITH OF BETHULIA (Name of Production) — TORONTO (Exchange)

Week Ending January 26, 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	PLAY DATES	LENGTH OF RUN (Days)	RENTAL PER CONTRACT	Charge Back	H. O. #
			NO BOOKINGS					
		BALANCE DUE U. A. C. W/E 1/26/24				215.20.		

146-23.

UNITED ARTISTS CORPORATION

Film Rental Report

TORCHED
(Exchange)

JUDITH OF BETHULIA
(Name of Production)

Week Ending February 2 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	PLAY DATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT	Charge Film	H. O. #
			NO BOOKINGS					
			Balance due U. A. C. W/E 2/2/24			216.26		

UNITED ARTISTS CORPORATION

Film Rental Report

TORONTO (Exchange)

JUDITH OF BETHULIA (Name of Production)

Week Ending February 9th, 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	FLAT RATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT			Charge Film	H. O. #
			MO BOGEIUSS							
			Balance due U. A. C. w/e Feb. 9th, 1924.			216	28	.		

132-25

UNITED ARTISTS CORPORATION

Film Rental Report

TORONTO
(Exchange)

JUDITH OF BETHULIA
(Name of Production)

Week Ending February 16th, 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	PLAY DATES	LENGTH OF RUN (Days)	RENTAL PER CONTRACT			Charge Film	Ch. Ch. #
			NO SCHEDULES							
		Balance due U. A. C. w/e 2/16/24				216	28			

105-25 1

UNITED ARTISTS CORPORATION

Film Rental Report

Toronto
(Exchange)

JUDITH OF BETHULIA
(Name of Production)

Week Ending February 23, 192 4

CONTRACT NUMBER	CITY	STATE	THEATRE	PLAY DATES	LENGTH OF RUN (Days)	RENTAL PER CONTRACT			Liberal Film	N. P.
			NO BOOKINGS							
		Balance due U. A. C. w/2 2/23/24				214	35	0		

LOX-57

UNITED ARTISTS CORPORATION

Film Rental Report

Toronto
(Exchange)

JUDITH OF BETHULIA
(Name of Production)

Week Ending March 1 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	FLAT RATES	LENGTH OF RUN (Days)	RENTAL PER CONTRACT			Charge Folio	R. O. #
			NO BOOKINGS							
		Balance due U. A. C. W/e 3/1/24				816	26			

Form 407 (2-23)

UNITED ARTISTS CORPORATION, LIMITED

Film Rental Report

Montreal
(Exchange)

"JUDITH OF BETHULIA"
Name of Production

Week Ending March 8th, 1924

Contract Number	Theatre	City	State	Play Dates	Length of Run (Days)	Rental Per Picture		Charge Back	No.
1GX-1	Auditorium	Quebec	P.Q.	2/3-4-5	3	$200	00		
		Balance due U. A. C. W/E 3/1/24				216	28		
		Less 70% of Rentals W/E 3/8/24				140	00		
		BALANCE DUE U. A. C.				76	28		

105-29

UNITED ARTISTS CORPORATION

Film Rental Report

"JUDITH OF BETHULIA" (Name of Production)

Toronto (Exchange)

Week Ending March 15th, 1924.

CONTRACT NUMBER	CITY	STATE	THEATRES	PLAY DATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT			Charge Film	H. O. #
			NO BOOKINGS							
			Balance due U. A. C. W/E 3/15/24			76	28	8		

UNITED ARTISTS CORPORATION

Film Rental Report

Terms:
(Exchange)

JUDITH OF BETHULIA
(Name of Production)

Week Ending March 22nd, 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	FLAT RATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT			Charges Film	No. of #
			NO BOOKINGS							
			Balance due U. A. C. W/E 5/22/24			76	25			

UNITED ARTISTS CORPORATION

Film Rental Report

TORONTO (Exchange)

JUDITH OF BETHULIA (Name of Production)

Week Ending March 29th, 1924

CONTRACT NUMBER	CITY	STATE	THEATRE	FLAT RATES	LENGTH OF RUN (Days)	RENTAL FOR CONTRACT			Charge Film	Ch. Ch. #
			NO BOOKINGS							
		Balance due U. A. C. w/e 3/29/24				76	28			

1/12/24

105-56 r

UNITED ARTISTS CORPORATION

Film Rental Report

TORONTO
(Exchange)

"JUDITH OF BETHULIA"
(Name of Production)

Week Ending April 5th, 1924.

CONTRACT NUMBER	CITY	STATE	THEATRES	FLAT RATES	LENGTH OF RUN (Days)	RENTAL PER CONTRACT			Charge Film	H.O. #
			NO BOOKINGS							
			Balance due U. A. C. W/E 4/5/24			76	28	pd		

METRO PICTURES CORPORATION

PRODUCER'S REPORT

WEEK ENDING MAY 24th, 1924 "COINCIDENCE" ROBERT HARRON

Branch	Theatre	Prod	Rentals
13 San Francisco	285	0 42	10 00
			10 00

METRO-GOLDWYN DISTRIBUTING CORPN

PRODUCER'S REPORT

WEEK ENDING JULY 26th, 1924 "COINCIDENCE" ROBERT HARRON PROD.

Branch	Theatre	Prod		Rentals
02 Buffalo CREDIT	107	042	Cr	1750
				1750

METRO GOLDWYN DISTRIBUTING CORP.

PRODUCERS REPORT.

WEEK ENDING AUGUST 2nd, 1924 COINCIDENCE ROBERT HARRON PRODUCTIONS.

Branch		Theatre	Prod.	Rental.
13	San Francisco	380	042	700
				7.00

METRO-GOLDWYN DISTRIBUTING CORPN
PRODUCER'S REPORT

WEEK ENDING AUGUST 30th, 1924 "COINCIDENCE" ROBERT HARRON

Branch			Theatre	Prod	Rentals
02	Buffalo	Credit	349	042	1250
					1250

METRO GOLDWYN DISTRIBUTING CORP
PRODUCER'S REPORT

WEEK ENDING SEPT. 13th, 1924 "COINCIDENCE" ROBERT HARRON

Branch		Theatre	Prod	Rentals
1 3	San Francisco	1 2 5	0 4 2	7 5 0
				7 5 0